

Request for Qualifications

RFQ/EVENT# 526

Pre-Qualification of General & Specialty Trade Contractors (Citywide)

City of Fort Lauderdale



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SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking to obtain qualification(s) and experience(s) from Contractors (applicants) in order to pre-qualify Contractors for General Contractors/Specialty Trade Contractors including, but not limited to: electrical services, fencing, General Contracting/Specialty Trade Contracting, heating, ventilation and air conditioning (HVAC), mechanical, plumbing, roofing, and various other trades based on licensing requirements for various City of Fort Lauderdale citywide projects in support of the City of Fort Lauderdale initiatives as further described in Section III – Scope of Services. An applicant who seeks to be pre-qualified for this solicitation will be considered qualified upon meeting a set of minimum requirements, including but not limited to submitting a completed and fully executed application consisting of a standardized questionnaire, references, bonding capacity, and other requirements as specified in this solicitation, in accordance with the requirements herein by submitting a Statement of Qualification (SOQ) in response to this Request for Qualifications (RFQ) in compliance with Section IV– Submittal Requirements.

1.2 ONLINE STRATEGIC SOURCING PLATFORM

The City uses an [on-line strategic sourcing platform](#) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from the [on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the various supplier tutorials available in the City's [on-line strategic sourcing platform](#) well in advance of their intention to submit a response to ensure familiarity with the use of the City's [on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a response by the end date and time for any reason, including issues arising from the use of the City's [on-line strategic sourcing platform](#). There is no charge to Proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded Proposer.

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

1.3 Electronic Proposal Openings

This solicitation will be opened electronically via the City's [online strategic sourcing](#) software at the date and time indicated in the solicitation. Once the Procurement Specialist opens the solicitation, the bid tabulations (when applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

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

1.4 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Michelle Lemire
101 NE 3rd Avenue, Suite 1650
Fort Lauderdale, FL 33301
Telephone: (954) 828-6167
E-mail: mlemire@fortlauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A forum provided by the City's [online strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. **Contractors please note:** Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. Submission of a proposal will be considered evidence that the Contractor has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this Solicitation. The questions and answers submitted on the City's strategic sourcing platform shall become part of any contract that is created from this RFQ.

1.6 Debarred or Suspended Bidders or Proposers

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

1.7 Prohibition Against Contracting with Scrutinized Companies

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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, 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 (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

By submitting a proposal, or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the Q&A forum provided by the City's [online strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the 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 Q&A forum provided by the City's online strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's online strategic sourcing platform as a separate addendum to the RFQ. 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.

2.2 Changes and Alterations

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

2.3 Contractors' Costs

The City shall not be liable for any costs incurred by Contractors in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

The Contractor shall examine this RFQ carefully. The submission of a proposal shall be prima facie evidence that the Contractor 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 Contractor from liability and obligations under the Agreement.

2.5 Acceptance of Responses/Minor Irregularities

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

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

2.6 Responsiveness

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

2.7 Responsibility

In order to be considered 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.

2.8 Minimum Qualifications

Firms must be in the business of general contracting or specialty trade contracting, site work, constructing additions/modifications to existing public and/or private sites and/or buildings, and any related incidental work, in the State of Florida for at least five (5) years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.8.1 Contractor and/or suppliers shall have relevant experience in general contracting or specialty trade contracting, site work, constructing additions/modifications/renovations to existing buildings and/or parks facilities including facilities, amenities, sites and all other City owned components.

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

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

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

2.8.5 Contractor(s) must have a current valid Certificate for General Contracting or Specialty Trade Contracting, for the types of work covered by this Contract and issued by:

- a) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
- b) The Broward County Central Examining Board of Construction Trades, pursuant to the provisions of Section 9-4(a) of the Broward County Code of Ordinances. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes appropriately licensed and registered in the State of Florida in the required field of service.

2.9 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any Contractor submitting a response to this solicitation must comply, if applicable, with Chapter 2, Article VIII, Lobbying Activities, of the Code of Ordinances of the City of Fort Lauderdale, Florida, which can be viewed at https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIIILOAC_S2-260INPU, and City of Fort Lauderdale Resolution No. 07-101, which can be viewed at <https://www.fortlauderdale.gov/home/showpublisheddocument/6038/635514782857730000>. Copies may also be obtained from the City Clerk's Office, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.10 Protest Procedure

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

2.10.2 The complete Protest Ordinance may be found on the City's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.11. Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, a person or affiliate who is a Contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in termination of the City contractor and/or purchase and may result in Contractor debarment.

2.12 Sub-Contractors

2.12.1 A Sub-Contractor is an individual or firm contracted by the Contractor or Contractor's firm to assist in the performance of services required under this RFQ. A sub-Contractor shall be paid through Contractor or Contractor's firm and not paid directly by the City. Sub-Contractors are permitted by the City in the performance of the services pursuant to the Agreement. Contractor must clearly reflect in its proposal the major sub-Contractor(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-contractor proposed in the response of Successful Contractor(s) or prior to contract execution. Any and all liabilities regarding the use of a sub-contractor shall be borne solely by the Successful Contractor and insurance for each sub-contractor must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Contractor nor any of its sub-contractors is considered to be employees or agents of the City. Failure to list all sub-contractors and provide the required information may disqualify any proposed sub-contractor from performing work under this RFQ.

2.12.2 Contractors shall include in their responses the requested sub-contractor information and include all relevant information required of the Contractor. The list shall include, at a minimum, the name, and location of the place of business for each sub-Contractor, the services sub-contractor will provide relative to any contract that may result from this RFQ, any applicable licenses, insurance, references, ownership, and other information required of Contractor.

2.13 Insurance Requirements

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

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following

expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Division
401 SE 21st Street
Fort Lauderdale, FL 33316

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

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

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

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

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

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

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

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

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

2.14 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.

2.15 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Contractor(s) that is determined to be in the City's best interests. The draft/sample agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Contractor as is in the City's best interest.

2.16 Modification of Services

2.16.1 While this contract is for services provided to the Department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work is not considered reasonable or becomes an undue burden to the Successful Proposer.

2.16.2 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 RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.16.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation

cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to terminate the contract upon giving the Successful Proposer thirty (30) days' written notice.

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

2.17 Non-Exclusive Contract

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

2.18 Unauthorized Work

The Successful Contractor(s) shall not begin work until a contract has been awarded by the City Commission and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Contractor(s) following Commission award.

2.19 Contract Term

The initial contract term shall commence upon date of award by the City and shall expire five (5) years from that date.

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 **two hundred and seventy (270) days** beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.20 Payment Method

The City shall make payment to the Contractor through utilization of the City's P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing the MasterCard and Visa networks. Purchases from this contract will be made utilizing the City's Purchasing Card. Contractor will receive payment from the Purchasing Card in the same manner as other credit card purchases.

Accordingly, Contractor shall have the capability to accept these credit cards payments, as specified by the City, at the time of contract award or shall implement such capability prior to the commencement of the contract term. All costs associated with the Contractor's participation in this purchasing program shall be the sole responsibility of the Contractor. The City reserves the right to revise this program as necessary.

2.21 Payment Card Industry (PCI) Compliance

The 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.

2.22 Invoices/Payment

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 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 payment for the work completed and usable to the City.

2.23 Prohibition Against Contingent Fees

The contractor warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the contractor to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.24 Indemnity/Hold Harmless Agreement

The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the contractor in the performance of the contract.

2.25 Substitution of Personnel

It is the intention of the City that the Proposer's personnel proposed for the contract will be available for the contract term. In the event the Proposer wishes to substitute personnel, it 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 terminate the contract for cause. See Section 5.09 of the General Conditions.

2.26 Ownership of Work

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

2.27 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.

2.28 Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Firms must provide a response to each

requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Firm's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted electronically through the City's online strategic sourcing platform as stated in Section 4.1.

2.29 Discrepancies, Errors and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

2.30 Non-Discrimination

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), 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.

2.31 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

- 2.34 ANTI-HUMAN TRAFFICKING, KIDNAPPING, CUSTODY AND RELATED OFFENSES**
- Bidder, Proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, Contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a City solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of qualified General Contractors/Specialty Trade Contractors including, but not limited to: electrical services, fencing, General Contracting/Specialty Trade Contracting, heating, ventilation and air conditioning (HVAC), mechanical, plumbing, roofing, and various other trades based on licensing requirements for various City of Fort Lauderdale citywide projects. The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual quotes or bids for individual projects.

Projects are located in multiple city facilities, offices, buildings, lands, infrastructure, etc., in the City of Fort Lauderdale. The work to be accomplished under this contract includes, but is not limited to, site improvements including clearing and grubbing, cut & fill grading, tree protection, pavement markings, demolition, and removal of existing fence, community center renovation, including but not limited to, removal and replacing of condensing unit, doors and frames, countertop laminate, drywall base, tiles, epoxy base, bathroom fixtures, light fixtures and lenses, conduits, and wiring. Drywall and stucco repair, recalks, repair pipe insulation, pressure washing, wall and door painting, photovoltaic system, restrooms signage. Playground improvements including but not limited to furnishing and installation of playground shades structures, artificial turf, concrete walk and curbs, palm relocation, splash pad safety surfacing, concrete base, and equipment. Other site activities include furnishing and installation of signs, benches, ADA picnic tables, concrete pads, water service connection, backflow preventer, trench drain, PVC sanitary lateral and replacement of pole mounted lighting fixture. Other activities will require General Contracting, mechanical, electrical, plumbing, landscaping, and other incidental trades.

This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by General Contracting/Specialty Trade Contractors, and for which the firm(s) are experienced, qualified, and able to perform.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-ended contract. Any and all potential projects are subject to funding approval and may or may not move forward at the City's discretion.

The successful Proposers of this RFQ will enter into a professional contract with the City **which binds the Contractor to quote or bid on various projects related specifically to City Improvement Projects**. The low, responsive and responsible Bidder(s) who meets the City's needs, including but not limited to, time and budget constraints, will be awarded the particular project Task Order / Purchase Order. During construction, Contractors will be evaluated on their work performance. Contractors who meet the City's performance standards will be given the opportunity to continue to perform related services for the City.

3.2 Pre-Qualification of Trades Listed

Responding firms should be actively engaged in construction trade services. The Scope of Work will be determined for each individual project in each Informal Quote (IQ)/ Invitation to Bid (ITB) processed under this QVL. Additional terms, conditions and specifications may be issued with each IQ or ITB under this QVL. The quoter or bidder, at time of bid submission, and at all times during the Contract, must meet the requirements stated in section 2.8. Bidder(s) shall submit documentation substantiating that they meet these qualifications at the time of RFQ closing. Failure to submit such additional information within the time frame established by the City may result in the

rejection of a proposer's submission for pre-qualification. Failure to continue to meet the minimum requirements during the Contract term may result in the termination of the Contractor's contract with the City, however; the City may, at its sole discretion permit a Contractor to remedy the deficiencies.

3.3 Work

The work required under this contract includes, but is not limited to, skilled work in the following areas:

- A) Air Conditioning/HVAC
- B) Alarm Systems/Entry Systems/Fire Alarms
- C) Asphalt Sealing (Excluding Roadway Pavements)
- D) Audio/Visual
- E) Awning/Shutters
- F) Carpentry/Woodwork
- G) Carpeting Only
- H) Electrical
- I) Fencing
- J) Fire Sprinkler System
- K) Flooring
- L) General Building (GC)
- M) Glass/Glazing
- N) Irrigation/Sprinkler System
- O) Locksmith
- P) Marine Services
- Q) Mechanical
- R) Mechanical (Fire Systems)
- S) Painting/Waterproofing
- T) Plumbing
- U) Pump Repairs
- V) Roofing
- W) Roll-Up Door
- X) Swimming Pool
- Y) Tennis/Sports Courts
- Z) Tile
- AA) Water Intrusion
- BB) Welding (Heli-arc, Mig/Tig, Oxygen/Acetylene, Brazing)

3.4 Method of Award

Award will be made to all responsive, responsible Proposers who meet or exceed the minimum qualifications; these Proposers shall be placed on a list of pre-qualified Contractors who will be contacted from time to time to provide written quotes or bids for Work by the City.

At the sole discretion of the City additional vendors may be added to the list at any time to maintain sufficient names and to ensure maximum competition. The Contractors seeking pre-qualification on the list shall be required to meet the minimum requirements. The City reserves the right to increase the number of Contractors as it deems in its best interest so as to obtain the most competitive quotes, bids, or prices at time of need. In order to maintain competition throughout the term of this contract, **the City may also delete vendors for failure to respond three times or more to an IQ/ITB.**

3.5 ITB Pre-Bid Conference/Site Visit (Mandatory)

When requested by the City, a mandatory pre-bid conference will be held to discuss the specifications contained in the individual IQ/ITB. All contacted Contractors are required to attend. The purpose of the pre-bid conference is to allow potential quoters or bidders an opportunity to visit the site, present questions to staff and obtain clarification of the requirements of the IQ/ITB documents. Because the City considers the conference to be critical to understanding the IQ/ITB requirements, attendance may be mandatory in order to respond to the IQ/ITB.

3.6 Pricing

Written quotes or bids by Contractor(s) shall include all labor, supervision, materials and equipment, and any other items and/or incidentals identified by the City in the IQ/ITB necessary to perform the work. The City shall notify the Contractors of the scope of work at the time of requesting written quotes or bids as to the requirements for the work, including, but not limited to: time for completing the work; pre-quote meetings and/or site visits; (if applicable); post approval meetings; Performance/Payment bond and liquidated damages (if applicable); additional insurance requirements; if the work is to be performed at nights, on weekends, and the deadline for submission of written price quotes or bids .

The City will pay, and the Contractor shall accept as full compensation for completing the Work under an IQ/ITB, the sums specified in the IQ/ITB, as accepted by the City.

3.7 Authority of The Project Manager

The City hereby authorizes the Project Manager (PM) of each assigned Project, to determine in the first instance all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of, the Work to be performed, including without limitations: questions as to the value, acceptability and fitness of the Work, questions as to either party's fulfillment of its obligations under the Contract, negligence, fraud or misrepresentation before or subsequent to acceptance of any Work performed under this Contract; questions as to the interpretation of the Work to be performed; and claims for damages, compensation and losses.

3.8 Completed Work

The City shall be notified by the Contractor upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Contractor at no additional charge to the City.

3.9 Layout of Work

The Contractor shall be responsible for the location and layout of all work and shall be responsible for all field measurements and elevations that may be required for execution of the work to the exact position and elevation. In the case of dimensions, field dimensions, etc. it shall be the Contractor's responsibility to field measure, obtain and verify same. Each City department will be responsible for notifying the Contractor when services are required and for providing the location and address. The City will be responsible for providing access to the work site.

3.10 Contractors Use of Project Site

The Contractor shall limit its use of the facility or premises to the Scope of Work, so as to allow for the City's continuous operation. This is necessary as many of the sites where work will be performed will remain in operation during work.

3.11 Use of Premises

The Contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The Contractor shall take all measures necessary to protect his own materials.

3.12 Damages to Public/Private Property

The Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

3.13 Specification Exceptions

Specifications are based on the most current literature or information available. Quoter or Bidder shall notify the City of Fort Lauderdale Purchasing Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. Quoters or Bidders must explain via an Attachment in their electronic quote or bid submittal and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. Additionally, quoters/bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of quoters/bidders to comply with these provisions will result in quoters/bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

3.14 City Furnished Drawings

Whenever possible the City will furnish drawings, if available, however there may be times when there are no drawings available for the Contractor. It shall be the sole responsibility of the Contractor to bring to the attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden conditions, prior to commencing the Work. The Contractor shall be solely responsible for verifying the drawings prior to commencing the Work and shall be responsible for any errors or revisions of the Work which might have been avoided by notifying the City prior to commencement. This shall apply to any revisions or omissions identified by the Contractor. The Contractor shall have no basis for any claim for additional costs resulting from its failure to identify any required revisions, omissions, errors, etc., not identified in writing to the Project Manger prior to commencing the Work.

3.15 Procedures for Obtaining Informal Quote/Invitation To Bid

When a City Department elects to have Work performed, the Project Manager is to contact the Purchasing Department, who will issue the notification via the City's on-line strategic sourcing module only. The Informal Quote ("IQ") or Invitation To Bid ("ITB") shall specify all relevant information, which includes but not limited to the following:

1. Location where work is to be performed
2. Technical specifications including any design criteria (scope of work)
3. Design drawings (if available)
4. Start date for the Work and the completion date
5. Logistical constraints that Contractor must conform to in performing the work.
6. Date and time of site walk-through prior to bid submission, if required
7. Performance and Payment Bond (if applicable)
8. Minimum Insurance Requirements (if applicable)

9. Trench Safety Requirements (if applicable)
10. Name of the Project Manager
11. Deadline for submission of IQ/ITB solicitations
12. Liquidated damages amount (if applicable)

The IQ/ITB will state the time and place for inspections of the project site, if required or recommended. Except in cases of emergencies or in time of constraints, the City will use reasonable efforts for scheduling such site inspection within five (5) days of issuance of the applicable IQ/ ITB.

The Contractor shall perform the Work pursuant to the prices furnished in response to the IQ/ ITB, provided the City has accepted the Contractor's pricing. Contractor acknowledges and agrees that the City will accept the Contractor's pricing provided that such pricing is the low, responsive and responsible quote/bid submitted by the Contractors qualified by the City to perform the work.

The City reserves the right to reject any and all bid prices, rebid, or cancel an IQ/ ITB at any time.

The following threshold amounts will be followed when issuing IQ's/ITB's:

1. Up to \$25,000 - IQ within this threshold shall be obtained by the Purchasing Department within the deadline date and time. Work within this threshold does not require competitive quotations and is usually awarded to a qualified single trade Contractor.
2. \$25,000.01 to \$49,999.99 - IQ's within this threshold shall be submitted electronically to the Purchasing Department within the deadline date and time. It shall be the sole prerogative of the City as to the total number of vendor(s) requested to submit price quotations for each project, provided that no less than three (3) are contacted, if available, for a single trade or a multi-trade Contract. A mandatory pre-bid conference/site visit may be required on Contracts of this type.
3. \$50,000 to \$100,000 - IQ's within this threshold shall be submitted electronically to the Purchasing Department within the deadline date and time. It shall be the sole prerogative of the City as to the total number of vendor(s) requested to submit price quotations for each project, provided that no less than five (5) are contacted, if available, for a single trade or a multi-trade Contract. A mandatory pre-bid conference/site visit may be required on Contracts of this type.
4. \$100,000.00 and above (in accordance with the Procurement Ordinance and/or Section 255.20 Florida Statutes (2024), as may be amended or revised) - ITB's within this threshold shall be submitted electronically to the Purchasing Department by the specific deadline. A Performance/Payment Bond may be required for work under \$200,000.00, but shall be required for work over \$200,000 pursuant to Section 255.05 (1) (d), Florida Statutes. A mandatory pre-bid conference/site visit may be required for all projects within this threshold. The City shall contact all vendors registered under the applicable trade, whether single trade or multi-trade Contract. A construction or an improvement project to a building, structure, or other public construction works or electrical exceeding the respective thresholds for each as established by Section 255.20 Florida Statutes (2024), as may be amended or revised, will be competitively awarded through the issuance of another competitively sealed bid or proposal submitted and awarded in response to an Invitation to Bids, Request for Proposal, or Request for Qualifications. The latter two methods will result in competitive negotiations.

3.16 Emergencies

When a City Department determines that the Work to be performed is an emergency pursuant to Section 2-181(f)(4) of the Procurement Ordinance or Section 255.0525, Florida Statutes which affects health, safety or welfare, the City may award Work without obtaining more than one price quotation, subject to approval by the Procurement Services Division, and the issuance of a Purchase Order.

3.17 Additional/Reduction of Work

The City reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Purchase Order and the applicable IQ/ITB and which are within the general scope of the Contract. Any such changes will be known as "Additional/Reduction Work".

3.18 Termination

A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager or designee may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Fort Lauderdale. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without its or its subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Fort Lauderdale.

B. FOR CONVENIENCE

The City Manager or designee may terminate this Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City of Fort Lauderdale. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Fort Lauderdale the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Fort Lauderdale shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.19 Additional Terms and Conditions

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation or subsequent IQ/ITB are the only conditions applicable to this solicitation and that the bidder's/Proposer's authorized signature affixed to the bidder's/Proposer's acknowledgment form attests to this.

3.20 Primary Client (First Priority)

The successful bidder(s)/Proposer(s) agree upon award of this contract that the City of Fort Lauderdale shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/Proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

3.21 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Purchase Order/Task Order is received.

3.22 Licenses and Permits

Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The Contractor must fully comply with all Federal and State laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Contractor's expense.

3.23 Performance

The Contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all Federal and State laws and all ordinances and codes of the City relating to such work.

3.24 Safety Measures

Contractor shall take all necessary precautions for the safety of employees and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted. All employees of Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

3.25 Workmanship and Materials

All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express written consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

3.26 Liquidated Damages

Upon failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, the bidder shall be subject to assessment of liquidated damages in the amount if stipulated in the IQ/ITB for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such noncompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the bidder under this Agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

3.27 Warranty on Parts And Materials

All parts offered shall, at a minimum, carry a ninety (90) day free replacement warranty covering defects in material and workmanship. Adjustments on parts which fail after the first ninety (90) days or for a longer period, if provided by quoter/bidder, will be adjusted as determined by the warranty period stated in your quote/bid and the contract purchase price on a cost-per-month basis. If

delivery of repair parts or warranty work is not performed by the Contractor within a period of five (5) working days, a daily charge equal to the daily rental costs of the equipment will be billed to the Contractor or manufacturer for each working day beyond the specified allowable five (5) working days.

3.28 Personnel

Quoter/Bidder shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary personnel required to perform all services arising from the award of the Contract. All personnel employed shall be employees or subcontractors of Quoter/Bidder. Personnel assigned to perform services at any of the City's facilities must hold current licenses as reflected within this RFQ. All the services required herein shall be performed by the successful Quoter/Bidder, and all personnel engaged in performing the services shall be fully qualified to perform such services. All personnel of the successful quoter/bidder must be covered by Workmen's Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the City. Quoter/Bidder shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary qualified personnel required to perform all services arising from the award of the Contract.

3.29 Labor, Supervision, Materials and Equipment

The Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, and other equipment necessary for satisfactory completion of all the services in response to this RFQ.

3.30 Pricing and Payment

Prices submitted by Contractors shall include all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Quoter/Bidder to its employees. No overtime will be authorized by the City, which exceeds the rates quoted in the IQ/ITB. Payments will be made in arrears, for services rendered, upon submission of properly certified invoices and/or approved inspections reports. All such information shall be provided to the Project Manager for his/her approval in advance of payment. Building and other damages caused by Contractor's employee(s) shall be estimated by the Project Manager and computed actual costs of repairs shall be deducted from the Contractor's billing(s).

3.31 License of Bidders

All bidders must hold and must submit with their response (and maintain same throughout the duration of the contract) a current valid Certificate for General Contracting or Specialty Trade Contracting, etc. for the types of work covered by this Contract and issued by:

- a. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
- b. The Broward County Central Examining Board of Construction Trades, pursuant to the provisions of Section 9-4(a) of the Broward County Code of Ordinances. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes be appropriately licensed and registered in the State of Florida in the required field of service.

If the General Contractor or Specialty Trade Contractor is a Joint Venture it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations (DPR). A Joint Venture , if not qualified as stated above, may submit

qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the DPR attesting that they have satisfied the requirements of the DPR pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

3.32 Cleaning and Protection

The Contractor shall: During the handling and installation of work, clean and protect the Work in progress and adjoining areas on the basis of continuing maintenance; apply protective covering on installed Work where it is required to insure freedom or protection from damage or deterioration at time of substantial completion. Remove and dispose of all debris, trash and excess materials from the site resulting from Work; removal shall take place daily and more often if hazards or interference are presented; dispose of all material removed off the site in accordance with Federal, State and local laws. Maintain a clean operation while working; remove all debris, equipment, etc. at the end of each workday. Should the Contractor fail, refuse or neglect to remove rubbish, waste materials, and temporary Work or to clean the site as required, the City may, without obligation to do so, remove and dispose of the rubbish, waste material, and temporary work and clean the site and deduct the resulting cost from monies due or to become due to the Contractor under this Contract. The Contractor shall handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by containerizing appropriately, disposing of waste materials in a lawful manner. Burying or burning of waste materials containing chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted. The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar waste generated by the Contractor. Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall removed all plant, surplus materials, false work, temporary structures, and debris resulting from his/her operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.

3.33 Limitation of Project

Limitation of Project values shall be established in accordance with Section 255.20, Florida Statutes (2024) as may be amended or revised, and in accordance with Section 3.15.

3.34 Licenses for Trades

Contractor(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute. The Contractor shall be required to provide proof of licensing at time of submitting its response to this RFQ to be pre-qualified under this Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.

3.35 Extension of Time

If the Contractor is delayed at any time during the progress of the Work beyond the Substantial Completion Date set forth in the IQ/ITB, by the neglect or failure of the City or by Force Majeure, then the Substantial Completion Date set forth in the IQ/ITB shall be extended by the City.

3.36 Independent Contractor

The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or workplace legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

3.37 Inspection

At all times during the Contract, the Project Manager shall have the right to make the most thorough inspection of the Work, including materials and their manufacture or preparation, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor any failure to draw attention to or point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor of its obligations under the term of this contract.

If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract. The Contractor shall at all times provide the Project Manager and his/her designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery. Any inspection hereunder shall not reasonably disrupt the Contractor's performance of the Work.

3.38 Differing Site Conditions

The Contractor shall promptly, before such conditions are disturbed, notify the Project Manager in writing of; (1) latent physical conditions at the site differing materially from those indicated in the IQ/ITB and/or drawing, or (2) physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in the IQ/ITB or this Contract, but unknown to the Contractor until encountered during prosecution of the Work. The Project Manager shall promptly investigate such condition(s) to determine if the condition(s) constitute a differing site condition exist which causes an increase or decrease of the Contractor's cost of, or the time required for, performance of any part of the Work, the Project Manager shall notify the Contractor of such facts. The Contractor shall then provide a detailed Change Order Proposal as specified by the Contract. No claim for an extension of time and/or an equitable adjustment by the Contractor due to differing site conditions shall be allowed unless the Contractor has given the notice required above and met all requirements in Paragraph 3.35, Extension of Time. The requirements for equitable adjustments for compensation for Additional/Reduction of Work shall apply to any changes under this Paragraph for differing site conditions. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment is made under an IQ/ITB.

3.39 Warranty of Construction

For a period of one year, except as provided below, from the date of Completion, the Contractor warrants that the Work conforms to the Contract requirements and is free of any patent and/or latent defect of the material workmanship.

Exceptions to the above one year warranty are as follows:

Where the manufacturer of material provides a warranty in excess of one year the Contractor shall provide the City with the Manufacturer's warranty. Contractor shall be obligated to provide to the City copies of all Manufacturer's warranties and guarantees.

Where the City specifies in an IQ/ITB a warranty greater than one year shall apply. Such warranty will only be for the specific IQ/ITB.

The warranty hereunder shall be in addition to whatever rights the City may have under the law. The Contractor's obligation under this warranty shall be at its own cost and expense, promptly to repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract. Within the warranty period such that it complies with the Contract.

In case the Contractor shall fail to repair or replace defective work in accordance with the terms of this warranty or if immediate repair or replacement of defective work is necessary, the City shall have the right to cause such repairs or replacement to be at the expense of the Contractor.

The warranty covering any defective Work shall be reinstated for a period of one year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or interrelated parts, components and items until all function properly. The warranty reinstatement provided for in this Paragraph shall apply only to the first replacement or repair on any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such effect items, parts and components.

All guarantees and warranties under this Contract are fully enforceable by the City acting in its own name.

3.40 Accidents

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to any who may be injured in the process of the Work. The Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

The Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

3.41 Consent of City Required for Subletting Or Assignment

If the Contractor assignee, transfer, sublets or otherwise disposed of this Contract or its rights, title or interest in or to the same or any part thereof without the previous consent in writing of the City, such action shall be an Event of Default. Nothing herein shall restrict the right of the Contractor to assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.42 Contract Contains All Items

This Contract, the IQ/ITB completed, and all documents incorporated by references contain all the terms and conditions agreed upon the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.43 Contractor Furnished Drawings

An IQ/ITB may require the Contractor to furnish shop and/or as-build drawings depending on the nature and scope of the work to be performed. The decision to require such drawings is at the discretion of the City of Fort Lauderdale.

Where required by the IQ/ITB, the Contractor shall furnish as-built drawings to the PM. Final payment shall not be made until the as-build drawings are received and accepted by the PM.

The review of the drawings will be general and shall not be construed: (1) as permitting any departure from the Contract requirement and IQ/ITB; (2) as relieving the Contractor of the responsibility for any errors, including detail dimensions, and materials; (3) as accepting departures from details furnished by the City.

3.44 Contractor's Damage for Delay

Except as may be otherwise specifically provided for this Contract, the Contractor agrees to make no claim for damages for delay of any kind in the performance of this Contract whether occasioned by an act or omission of the City of any of their representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claims shall be compensated solely by an extension of time to complete performances of the Work. In this regard, the Contractor alone hereby specifically assumes the risk of such delays, including without limitations: delays in processing or approving shop drawings, samples or other submittals or the failure to render determinations, approvals, replies, inspections or test of the Work, in a timely manner.

3.45 Contractor's Work Schedule

The Contractor shall schedule the work in accordance with the requirements set forth in the IQ/ITB. The Contractor shall have broad discretion in scheduling work. The PM, at his/her sole discretion, may require a detailed schedule be submitted for review and acceptance. The PM's basis for not accepting any schedule shall be generally limited to a determination that the work sequence lacks logic, unreasonable, incomplete or inconsistent with any other contractual requirements, such as a phasing plan.

With respect to any submission by the Contractor under this Paragraph, no review, acceptance or approval by the PM shall release or relieve the Contractor from its obligation to fully and properly complete the Work, or any other duty, responsibility or liability imposed on under this Contract, including, but not limited to the obligation to complete the Work within the time set forth in the applicable IQ/ITB.

Receipt by the PM of an updated or revised schedule shall be construed to mean that the PM agrees that the progress of the work is as shown or indicated therein or that the updated or revised schedule is acceptable to the PM.

3.46 City May Avail Itself of All Remedies

The City may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and

in such order as may be deemed expedient by the City, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies to in law or in equity.

3.47 City Occupancy

The City may occupy all or any portion of a facility during the entire period of Work. The Contractor shall cooperate fully with the PM during the Work to minimize conflicts and to facilitate City operations and the operation of any other Contractors.

3.48 General Requirements

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any Staff Personnel if so ordered by the City, should the City make a determination in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such position.

The Contractor warrants and represents that its Staff Personnel have proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and effectively progress the performance of the Work.

The City and other agencies authorized by the City shall have free access at all times to the Work site. Staff Personnel shall be employees of the Contractor, who shall be responsible for deducting all taxes and payments of workman's compensation and und unemployment insurance.

3.49 Payments Related to Guarantee Obligations

The City may withhold from payments to be made, such sums as may be reasonably be necessary to ensure completion of the Work with respect to defective work, equipment or materials which may be identified by the Project Manager.

The City may deduct from any payment due the Contractor an amount equal to its cost incurred on account of the Contractor's failure to fully perform its obligations under this Contract. The Project Manager, prior to withholding or deducting any monies hereunder, shall give the Contractor notice of the defective work, equipment or material and the basis for the withholding or deduction.

Upon the Project Manager's determination that the Contractor has fulfilled his obligations, the City will pay the Contractor any sum so retained, subject to Contractor's submission of, or compliance with any remaining documentation or obligation, as the case may be, in accordance with this Contract.

3.50 Safety Precautions

The Contractor must adhere to the applicable environmental protection guidelines for the entire duration of the Work. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of Public Authorities

(including OSHA, Broward County South Florida Building Code) which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is provided with the adequate safeguards, including but not limited to; proper safe rigging, safety nets, fencing, scaffolding, barricades and ladders that are necessary for the protection of their employees, as well as the public and City employees. All riggings and scaffolding shall be of good sound materials, of adequate dimensions for its intended use, and substantially braced, tied or secure to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding and ladders shall be OSHA approved.

If an emergency condition should develop during Work, the Contractor must immediately notify the Project Manager of each and every occurrence. The Contractor should also recommend any appropriate courses of action to the Project Manager.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City uses an [online strategic sourcing platform](#) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from an [online strategic sourcing platform](#). Proposers are strongly encouraged to read the various supplier tutorial available in the City's [online strategic sourcing platform](#) well in advance of their intention of submitting a proposal to ensure familiarity with the use of the system. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the online strategic sourcing platform .

All responses must be submitted electronically.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Suppliers are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a Statement of Qualifications (SOQ). Suppliers must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Supplier's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.

The Proposer understands that the information contained in these proposal pages is to be relied upon by the City in qualifying a vendor, and such information is warranted by the Proposer to be true. The Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the City.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal does in fact have the required authority stated herein.

4.1.5 In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFQ 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 RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, 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 RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In 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 purporting to be subject to copyright protection in full or in part will 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 SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRA CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301-10160

Contractor shall:

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

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

- 4.1.6** By submitting a response, Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

Note: No pricing is requested for this response. This line is used for uploading Vendor files, including: Evaluation Criteria Response, copies of Licenses and Certificates of Competency, Vendor References, Certificate(s) of Insurance or Letter from Carrier/Broker, etc.

- 4.2.1 Firm's Qualifications and Experience Statement Form** (Suppliers must complete and submit a separate pre-qualification form for each trade they are requesting approval for, and upload it with their proposal).

Provide a detailed description of the qualifications and relevant experience of the proposed Project Manager and all key personnel to be assigned to this contract. Include, at a minimum, resumes for all proposed staff and key subconsultant personnel (if applicable); identification of team roles and position titles, including the Project Manager and key discipline leads; and the names, licenses, and certifications of each team member, as applicable. Also include each individual's areas of technical expertise relevant to the scope of services, years of professional experience in related fields, and a clear description of the team's organizational structure, including lines of authority and reporting relationships. Highlight relevant experience with similar continuing services contracts or project types, particularly any prior collaboration among team members or subconsultants. Responses may be presented using Standard Form 330, if preferred.

Provide a comprehensive summary of the firm's experience and past performance on projects similar in scope and complexity to those anticipated under this continuing services contract. Emphasis should be placed on the firm's ability to deliver high-quality work on time and within budget, as well as its familiarity with applicable standards, regulations, and procedures. Highlight any repeat engagements or long-term client relationships that reflect client satisfaction and consistent performance.

- 4.2.2 References**

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

- Client Name, address, contact person telephone and e-mail address (E-mail will be primary means of contact).
- Project Name
- Description of work (types of projects completed)
- Year(s) the projects were completed

Note: REFERENCES SHALL INCLUDE ONLY ONE (1) CITY OF FORT LAUDERDALE EMPLOYEE OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

4.2.7 Minority/Women (M/WBE) Participation

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

4.2.9 Required Forms

a. Affidavit of Compliance with Foreign Entity Laws

This form must be completed and returned with your Statement of Qualifications.

b. Anti-Human Trafficking Affidavit

c. Bid/Proposal Certification

This form must be completed and returned with your Statement of Qualifications.

d. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept credit card payments, as specified by the City, or must take necessary steps to implement this capability prior to contract award or start of the contract term.

e. Disadvantaged Business Enterprise Preference (DBEP)

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

f. E-Verify Affirmation Statement

This form must be completed and returned with your Statement of Qualifications.

g. Firm's Qualifications and Experience Statement Form

This form must be completed and returned with your Statement of Qualifications. Complete a separate form for each trade for which firm is seeking pre-qualification.

h. Local Business Preference (LBP)

This form is to be completed, if applicable, and returned with your Statement of

Qualifications.

i. Non-Collusion Statement

This form is to be completed and returned with your Statement of Qualifications.

j. Non-Discrimination Certification Form

This form must be completed and returned with your Statement of Qualifications.

k. Professional Licensing/Certification

All relevant licenses and certifications must be uploaded with your Statement of Qualifications.

l. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage.

m. Drug Free Workplace Certification

This form is to be completed and returned with your Statement of Qualifications.

4.3 By submitting a response, your firm is confirming that it has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

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

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted. Any firm involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

5.2 Evaluation Criteria

5.2.3 Criteria for Pre-Qualification of Suppliers

Criteria

Determination

Qualifications of Firm and Team

Indicate the qualifications and relevant experience of the proposed Project Manager and all key personnel to be assigned to this contract. Include, at a minimum, resumes for all proposed staff and key subconsultant personnel; identification of team roles and position titles, including the Project Manager and key discipline leads; and the names, licenses, and certifications of each team member, as applicable. Include each individual's areas of technical expertise relevant to the scope of services, years of professional experience in related fields, and a clear description of the team's organizational structure, including lines of authority and reporting relationships. Highlight relevant experience with similar continuing services contracts or project types, particularly any prior collaboration among team members or subconsultants. Responses may be presented using Standard Form 330, if preferred.

Pass/Fail

Experience and Past Performance of the Firm

Provide a comprehensive summary of the firm's experience and past performance on projects similar in scope and complexity to those anticipated under this continuing services contract. Emphasis should be placed on the firm's ability to deliver high-quality work on time and within budget, as well as its familiarity with applicable standards, regulations, and procedures. Highlight any repeat engagements or long-term client relationships that reflect client satisfaction and consistent performance.

Pass/Fail

References

Submit three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Include project descriptions, dates, client names and contacts, roles performed by the firm, and outcomes or measurable results.

Pass/Fail

All firms must receive a “passing” determination on all three criteria to be pre-qualified only for that trade they submitted a complete response to.

5.3 Contract Award

5.3.1 The City reserves the right to pre-qualify and/or award a contract to Contractor(s) who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.

5.3.2 Upon approval of the prequalification/award of a contract by the City Commission, the City Manager or designee is authorized to execute the Contract on behalf of the City.

5.3.3 A Project Manager for each contract shall assure compliance with the contract and applicable law. The Project Manager shall review all pay requests or deny same.

END OF SECTION

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20 __, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____

ANTI-HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of _____
("Nongovernmental Entity"), a _____ (State) _____ (Type of
Entity), under penalty of perjury, hereby deposes and says:

1. My name is _____.
2. I am an ____ officer or ____ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Name of Officer or Representative: _____ Title: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ FEIN No.: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online
notarization, this ____ day of _____, 2024, by _____.

(Signature of Notary Public – State of _____)

(SEAL)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____



CONTRACT PAYMENT METHOD

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

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

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

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

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

Company Name

Name (Printed)

Signature

Title

Date



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

FIRM'S QUALIFICATIONS AND EXPERIENCE STATEMENT FORM

Suppliers are required to complete a separate form for each trade for which they are requesting pre-qualification

MINIMUM QUALIFICATIONS

Firms must be in the business of general contracting or specialty trade contracting, site work, constructing additions/modifications to existing public and/or private sites and/or buildings, and any related incidental work, in the State of Florida for at least **five (5)** years, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

1. Contractor and/or suppliers must have relevant experience in general contracting or specialty trade contracting, site work, constructing additions/modifications/renovations to existing buildings and/or parks facilities including facilities, amenities, sites and all other City owned components.
2. Before awarding a contract, the City reserves the right to require that a firm submit such evidence of its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
3. Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
4. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
5. Contractor(s) must have a current valid Certificate for General Contracting or Specialty Trade Contracting, for the types of work covered by this Contract and issued by:
 - i. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
 - ii. The Broward County Central Examining Board of Construction Trades, pursuant to the provisions of Section 9-4(a) of the Broward County Code of Ordinances. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes be appropriately licensed and registered in the State of Florida in the required field of service.

FIRM'S QUALIFICATIONS AND EXPERIENCE STATEMENT FORM

Please select your Specialty/ Trade: _____

<input type="checkbox"/>	Air Conditioning/HVAC	<input type="checkbox"/>	Locksmith
<input type="checkbox"/>	Alarm Systems/Entry Systems/Fire Alarms	<input type="checkbox"/>	Marine Services
<input type="checkbox"/>	Asphalt Sealing (Excluding Roadway Pavements)	<input type="checkbox"/>	Mechanical
<input type="checkbox"/>	Audio/Visual	<input type="checkbox"/>	Mechanical (Fire Systems)
<input type="checkbox"/>	Awning/Shutters	<input type="checkbox"/>	Painting/Waterproofing
<input type="checkbox"/>	Carpentry/Woodwork	<input type="checkbox"/>	Plumbing
<input type="checkbox"/>	Carpeting Only	<input type="checkbox"/>	Pump Repairs
<input type="checkbox"/>	Electrical	<input type="checkbox"/>	Roofing
<input type="checkbox"/>	Fencing	<input type="checkbox"/>	Roll-Up Door
<input type="checkbox"/>	Fire Sprinkler System	<input type="checkbox"/>	Swimming Pool
<input type="checkbox"/>	Flooring	<input type="checkbox"/>	Tennis/Sports Courts
<input type="checkbox"/>	General Building (GC)	<input type="checkbox"/>	Tile
<input type="checkbox"/>	Glass/Glazing	<input type="checkbox"/>	Water Intrusion
<input type="checkbox"/>	Irrigation/Sprinkler System	<input type="checkbox"/>	Welding (Heli-arc, Mig/Tig, Oxygen/Acetylene, Brazing)

Company Name: _____

FEI/ EIN No.: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

Number of years of experience in providing construction services as it relates to the work contemplated: _____

FIRM STATEMENT OF QUALIFICATION QUESTIONNAIRE

All questions must be thoroughly answered, and the data provided must be clear, accurate, and comprehensive. Bidders are required to complete the entire Statement of Qualification Questionnaire and submit it in accordance with the Instructions to Bidders. Failure to fully complete the Questionnaire or the inclusion of any false or misleading statements will result in immediate disqualification.

- 1. Does the Bidder possess a valid Certificate for General Contracting or Specialty Trade Contracting (or equivalent certification) for the proposed work?

Yes No

Qualification Category: _____

License Number: _____

- 2. Has the Bidder's Contractor's License been revoked or suspended by any governmental agency at any time within the last five (5) years?

Yes No

- 3. Has the Bidder demonstrated compliance with the insurance requirements outlined in Section 2.13 of the General Terms and Conditions and provided the necessary documentation to verify such compliance?"

Yes No

- 4. Has the Bidder provided resumes, including qualifications and relevant experience, for all proposed staff and key subconsultant staff to be assigned to this project? This should include the proposed Project Team's roles and/or position titles, staff names, certifications and licenses (if applicable), areas of expertise, years of experience, lines of authority, and prior experience with similar projects (this may be submitted on a Standard Form 330 if preferred).

Yes No

- 5. The Bidder must provide at least three references, preferably government agencies, for projects with a similar scope as listed in this RFQ. Has the Bidder provided at least three (3) verifiable references on the completed Vendor Reference Verification Form?

Yes No

Provide letter from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

What is Bidder's total bonding capacity? _____

FIRM'S PROJECT TEAM

Name	Title	Primary Duties

FIRM'S SUBCONSULTANTS

Sub-Contractor Name and Location	Contact Person	Services to be Provided

FIRM'S EXPERIENCE

This project requires prior experience in similar projects for both the firm and the key personnel assigned. Please summarize relevant project experience below and provide detailed project information as requested. Preferably government agencies for the projects with a similar scope as listed in this RFQ. The information should include your firm's ability to meet time and budget requirements.

PROJECT NO.1

Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____ Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of Project, Scope of Work Performed:

PROJECT NO.2

Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____ Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of Project, Scope of Work Performed:

PROJECT NO.3

Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____ Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of Project, Scope of Work Performed:

CERTIFICATION

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE



LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

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

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



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____ PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

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

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

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

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

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

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

Definitions

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



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

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

Business Name

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

Business Name

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

Business Name

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

Business Name

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

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date



CITY OF FORT LAUDERDALE

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA
STATUTES, ON PREFERENCE TO BUSINESS WITH
DRUG-FREE WORK PLACE PROGRAMS**

I certify that I have established a Drug Free Work Place program and have complied with the following

- a. Published and distributed to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- g. In the statement specified in subparagraph a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than 5 days after such conviction.

- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. Will impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

BY: _____ DATE: _____

NAME (Printed) _____ TITLE: _____

COMPANY NAME: _____

Affix Company Seal



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

ADDENDUM NO.1

RFQ No. 526

Pre-Qualification of General & Specialty Trade Contractors (Citywide)

ISSUED: 10/01/2025

This addendum is being issued to make the following change(s):

1. The opening date has been changed to October 8, 2025 at 2:00 p.m. .

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

ITB No. 526

TITLE: Pre-Qualification of General & Specialty Trade Contractors (Citywide)

ISSUED: October 8th, 2025

This addendum is being issued to make the following change(s):

1. The opening date has been changed to October 15th, 2025, at 2:00 PM.

All other terms, conditions, and specifications remain unchanged.

Michelle Lemire
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____