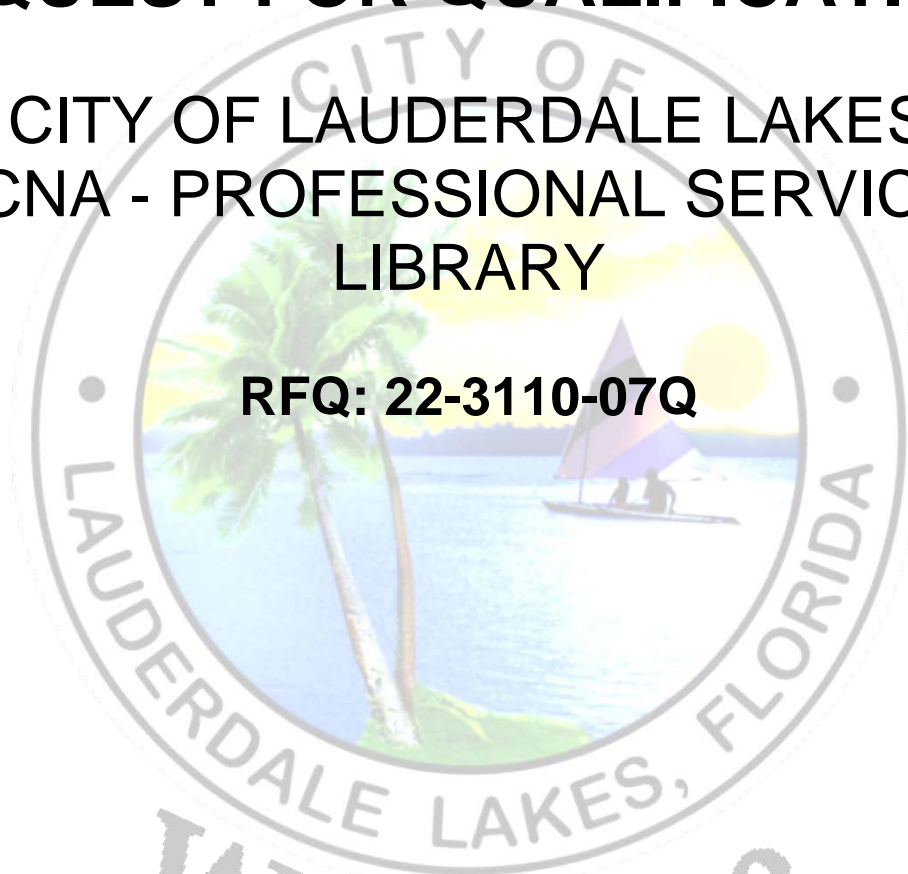


REQUEST FOR QUALIFICATIONS

CITY OF LAUDERDALE LAKES CCNA - PROFESSIONAL SERVICES LIBRARY

RFQ: 22-3110-07Q



CITY OF LAUDERDALE LAKES

Financial Services Department

4300 NW 36th Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892

Email: purchasing@lauderdalelakes.org

DATE ISSUED: September 23 2022

DATE OPENS: October 27, 2022 at 10:00 AM

ALL PROPOSALS WILL BE RECEIVED VIA DEMANDSTAR.COM

City of Lauderdale Lakes, Florida
Purchasing Division

City of Lauderdale Lakes, Florida

Purchasing Division

Lauderdale Lakes, FL 33319

www.lauderdalelakes.org

purchasing@lauderdalelakes.org

954-535-2700



Solicitation:	22-3110-07Q	RFQ Issue Date:	September 23, 2022
Proposal Description:	In accordance with the Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Lauderdale Lakes is seeking qualified, experienced, and licensed firm (s) to provide a variety of professional services as described in the Scope of Services.		
Strategic Goal Alignment:	Maintain and Improve Public Infrastructure		
Pre-Proposal Conference:	N/A	Time:	N/A
Proposal Submittal Deadline:	October 27, 2022	Time:	10:00 am

RESPONSES MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND NAMES OF OFFERORS READ ALOUD AT THAT TIME. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposals for the requirements as specified herein.

The original proposal and the required number of copies must be received in a sealed container that has your company name, address, RFQ number, and description.

Bids must be delivered and time stamped prior to the public opening to:	Paper Bid Submittals <u>WILL NOT</u> be accepted. Bids must be submitted electronically via www.demandstar.com.
--	--

Legal Name of Proposer:	
Contact Person:	
Telephone Number:	
Email Address:	

FAXED OR EMAIL PROPOSALS WILL NOT BE ACCEPTED.

Solicitation Information

Solicitation Title:	CCNA – Professional Services Library
Purpose/Description:	In accordance with the Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Lauderdale Lakes is seeking qualified, experienced, and licensed firm (s) to provide a variety of professional services as described in the Scope of Services.

Event	Location	Date	Time
RFQ Published	City of Lauderdale Lakes, FL	Sep 27, 2022	N/A
Pre-Proposal Conference & Site Inspection	N/A	N/A	N/A
Deadline for Questions	City of Lauderdale Lakes, FL	October 20, 2022	TBD
RFQ Close Date/Proposals Due	City of Lauderdale Lakes, FL	October 27, 2022	10:00am
Evaluation Committee Review	City of Lauderdale Lakes, FL	TBD	TBD
Presentation	City of Lauderdale Lakes, FL	TBD	TBD
Anticipated Award Date	City of Lauderdale Lakes, FL	TBD	N/A

Note:

¹ The City of Lauderdale Lakes reserves the right to delay and/or change the date for this event.

Point of Contact: Requests for Information related to this solicitation must be directed to:

Bobbi J. Williams, MPA
 Assistant Director, Financial Services
 954-535-2700
purchasing@lauderdalelakes.org

Please send written questions in the form of an email.

REQUEST FOR PROPOSAL

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "CITY", is hereby soliciting proposals from qualified vendors to provide CCNA Professional Services on an as needed basis to all departments within the CITY as specified in the Request For Qualifications #22-3110-07Q to be received at the Purchasing Division, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, **until 10:00 a.m. Local Time, on October 27, 2022**, at which time this RFQ will be publicly declared closed.

Please submit electronically to Demandstar by Onvia at www.demandstar.com. Hard copies of the bids or proposals are no longer accepted.

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712. Proposers who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by DemandStar.

RFQ: 22-3110-07Q

Title: CCNA – Professional Services Library

Deadline for Receipt of Proposals: October 27, 2022 at 10:00 am

Pre-Proposal Conference: There will be NO pre-proposal conference held for this solicitation.

Electronic Proposal Openings. Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Lauderdale Lakes will be opened electronically via www.demandstar.com at the date and time indicated on the solicitation. All openings will be held on the DEMANDSTAR.COM platform. The opening may be viewed in real time through a "GoTo Meeting" or similar type platform.

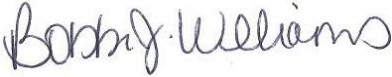
Acceptance and Rejections: The City of Lauderdale Lakes, Florida, reserves the right to reject any and all proposals, waive informalities, re-advertise and award the Contract in its best interest.

Prohibition Against Lobbying: Please be advised that this solicitation is subject to the City of Lauderdale Lakes' Purchasing Code Section 82-366, Ethics in Public Contracting, prohibiting communication related to this solicitation except with the designated representative during the formal solicitation process.

City of Lauderdale Lakes, Florida

Advertisement Dates:

September 23, 2022

By: 

Bobbi J. Williams, MPA
Assistant Director, Financial Services

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SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1. **Addendum(s):** Any additions, deletions, or revisions to the Solicitation.
- 1.2. **Amendment:** Document signed by the Consultant and the CITY that authorizes an adjustment in the Work, Contract Price, or Contract Time.
- 1.3. **Best and Final Proposal(s):** The final quote submitted after negotiations are completed containing the PROPOSER's most favorable terms for price, Services, and products to be delivered.
- 1.4. **CBE Firm or SBE Firm:** A County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.
- 1.5. **City:** The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.
- 1.6. **City Commission:** The governing and legislative body of the CITY.
- 1.7. **City Manager:** The chief administrative officer of the CITY as defined by City Charter and/or Code of Ordinances.
- 1.8. **Contract or Agreement:** The written agreement for performance of the Scope of Work entered into between the CITY and the successful PROPOSER.
- 1.9. **Contract Administrator:** The Purchasing Agent, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.10. **Contract Documents:** The Request for Qualifications, all attachments and exhibits, Qualification Forms (including the Quote, information required of PROPOSER, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.
- 1.11. **Department of Financial Services:** The Department of Financial Services-Department of Financial Services of the City of Lauderdale Lakes.
- 1.12. **Drawings and/or Plans:** The official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of Work and which have been prepared by the Consultant and are referred to in Contract Documents.
- 1.13. **Due Date and Time:** Due date and time listed in the Solicitation Timetable stated in this Solicitation.
- 1.14. **Effective Date of the Agreement:** Date indicated in the Agreement on which it was executed. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

- 1.15. Evaluation/Selection Committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.16. Local Business:** A firm that is domiciled and doing business within the City of Lauderdale Lakes CITY limits and complies with all City of Lauderdale Lakes licensing requirements and is current on all CITY taxes.
- 1.17. Notice to Proceed.** A written notice to Contractor authorizing the commencement of work.
- 1.18. “Proposal”, “Response” or “Bid”:** Any offer(s) submitted in response to this Request for Qualifications.
- 1.19. Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Contract, PROPOSER shall mean the same thing as the BIDDER.
- 1.20. “Provider”, “Bidder”, “Contractor”, or “Successful Proposer” “Firm” “Program Administrator” “Vendor: or “Consultant”:** The PROPOSER receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.21. Purchasing Office:** The Purchasing Division-Department of Financial Services of the City of Lauderdale Lakes.
- 1.22. “Request for Proposal,” or “RFP”:** This Request for Proposal including all Exhibits and Attachments as approved by the CITY, and addendums or change orders issued by the Purchasing Division.
- 1.23. Subcontractor/ Subconsultant:** Any person, firm, entity, or organization, other than the employees of the Successful PROPOSER, who contract with the Successful PROPOSER to furnish labor, or labor and materials, in connection with the Work or Services to the CITY, whether directly or indirectly, on behalf of the Successful PROPOSER.
- 1.24. Substitutions or As Equal:** Materials, products, equipment or system, that are alternate from those originally specified in the Contract Documents.
- 1.25. Surety:** The surety company or individual bound by the performance bond and payment bond with and for the Successful PROPOSER who is primarily liable, and which surety company or individual is responsible for the Successful PROPOSER’s satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.
- 1.26. Taxes:** All taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.
- 1.27. Vendor:** All merchants, Material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the CITY and are delivering Services to the CITY.
- 1.28. Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful PROPOSER in accordance with the Scope of Work, and the Terms and Conditions of this RFQ.

SECTION 2 – SCOPE OF SERVICES

I. Background:

The City of Lauderdale Lakes is located near the geographic center of Broward County, immediately east of the Florida Turnpike. State Road 7 (U.S. 441) and Oakland Park Boulevard are the major arterial roadways traversing the CITY. Lauderdale Lakes is approximately 4 square miles in size. The predominant land use is residential with approximately 70% of the total housing stock in multi-family units. The CITY also contains a full range of commercial, industrial and institutional land uses, located primarily along arterial roadways.

The City of Lauderdale Lakes has a diverse population and is estimated at 36,760.

The CITY is governed by a Commission/City Manager form of government. Mayor and Commissioners are elected officials and serve for a four year term. The City Manager is appointed by the City Commission. The current City Manager was appointed November 2017. The CITY employs a skilled and diverse workforce of approximately 144 full-time and part-time employees across nine (9) departments: Mayor and City Commission, City Manager, City Clerk, Community Redevelopment Agency (CRA), Development Services, Financial Services, Human Resources and Risk Management, Parks and Human Services, and Public Works.

II. Scope of Work

In accordance with the Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), the City of Lauderdale Lakes and the Community Redevelopment Agency is seeking qualified, experienced, and licensed firm (s) to provide a variety of professional services

The City of Lauderdale Lakes, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking proposals from qualified and experienced engineering firms to perform continuing professional engineering and management services for CITY's Professional Services Library.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million; for study activity, if the fee for professional services for each individual study under the contract does not exceed \$500,000. All work will be performed in accordance with industry standards and comply with applicable laws, and regulations.

III. General Description

The following categories are intended to provide a broad overview of the types of Projects that may be contemplated by the CITY in the future. **Proposers shall specify the category(ies) of their expertise to which they are submitting their Proposal and indicate same on the front page of their Proposal for ease of evaluation.** For each category, Proposers shall ensure that their team is capable of performing all of the Services listed for each category

General Categories

Architectural Services

Services include but may not be limited to the following:

- Design Services (Conceptual Design, Design Development, Construction Documents)
- Plan Review
- Consultation
- Architectural Standards & Design Codes

- Other miscellaneous professional services that the CITY may require.

Landscape Architectural Services

Services include, but may not be limited to the following:

- Plan Review
- Inspection
- Consultation
- Design Services (Conceptual Design, Design Development, Construction Documents)
- Landscape Standards and Design Codes
- Other miscellaneous landscape services that the CITY may desire.

Geotechnical Engineering

Services include, but may not be limited to the following:

- Soil boring (deep and shallow)
- Soil sampling
- Site investigations, testing, and classification
- Subsurface exploration, boring logs
- Pavement and foundation design
- Road subgrade stabilization recommendations
- Utility trench excavation, dewatering and backfill requirements
- Slope stability analysis and stabilization recommendations

Other miscellaneous professional services that the CITY may desire

Land Survey Services

Services include, but may not be limited to the following:

- Site information and characteristics
- Verification of title reports
- Property legal descriptions and division of existing parcels
- Boundary Surveys
- Site topographic surveys.
- Other miscellaneous professional services that the CITY may desire.

GIS Services

Services include, but may not be limited to the following:

- Develop the City-wide GIS system plan
- Consultation
- Perform a needs analysis to identify existing capacity and system needs
- Provide as-needed services to update and maintain the system
- Other miscellaneous professional services that the CITY may desire.

General Planning Services

Services include, but may not be limited to the following:

- Plan Review;
- Comprehensive/Master Plans and Strategic Plans;
- Special Studies and District Plans;
- Land Development Regulations;
- Community Planning & Visioning;
- Fiscal Impact Analysis;
- Impact Fees;
- Expert Testimony;
- Other Miscellaneous Professional Services that the CITY may desire.

Civil Engineering

Services include, but may not be limited to the following:

- Project Management and Design
- Capital Improvements Planning and Implementation
- Feasibility and Engineering Studies
- Contract Administration
- Construction Phase Services; CEI inspection with at least one FDOT certified inspector
- Plat/Site Plan Reviews
- Public Works Inspections
- Other miscellaneous professional services that the CITY may desire

Roadway & Traffic Engineering

Services include, but may not be limited to the following:

- Roadways/Transportation Planning and Design
- Traffic Studies, Engineering and Analysis
- Road Structural Studies, Engineering and Analysis
- Landscape, Hardscape, and Irrigation Design

Stormwater & Drainage Engineering

Services include, but may not be limited to the following:

- Stormwater System Modeling, Planning and Design
- Canal bank structural Analysis and Design
- Secondary Drainage Studies, Engineering and Analysis and Design
- Environmental Engineering and Permitting
- Other miscellaneous professional services that the CITY may desire

Structural Engineering

Services include, but may not be limited to the following:

- Design and review of structural plans
- Provide structural Analysis of CITY facilities including bridges
- Prepare structural plans and specifications for CITY facilities, including bridges
- Other miscellaneous professional services that the CITY may desire.

Mechanical, Electrical & Plumbing Engineering

Services include, but may not be limited to the following:

- Building system evaluations
- Mechanical & Electrical design and construction document preparation services
- Shop drawing review and construction inspection
- Other miscellaneous professional services that the CITY may desire

Professional Services Library Rotation

1. Work assignments within each service category are monitored on a rotational basis by the Financial Services Department.
2. For each service category, the Financial Services Department and Public Works will track qualifying firms' participation in the Professional Services Library based on work assignments.
3. Once a work assignment is identified, firms in that category will be identified, and capabilities paired to the work assignment on an as needed basis. The CITY reserves the right to assign work that it determines is in its best interest.
4. As each work assignment is identified, the next firm in the rotation will be offered the opportunity to negotiate that work assignment with the CITY's Project Manager.

5. Should a firm decline a work assignment or be unable to reach a satisfactory fee negotiation with the CITY within a reasonable time frame, the CITY will contact the next firm on the list until the work assignment is successfully negotiated.
6. Firms will have the option of rejecting one work assignment within each service category within a twelve (12) month period without penalty. A second work assignment rejection within any twelve (12) month period will cause the firm to be skipped in the rotation. A firm who rejects three (3) work assignments (or is unable to satisfactorily negotiate 3 work assignments) in any twelve (12) month period may be removed from the service category at the direction of the Financial Services Director.
7. Firms wishing to reject a work assignment for any reason must complete a Work Assignment Rejection Notification Form. A copy of this completed form must be provided to the Procurement Division by the CITY's Project Manager.

Once a full rotation through all firms in a service category is complete, a method that attempts to impart an equitable distribution of work among selected firms will be based on prior dollars awarded; with the firm having received the least amount of dollars being considered for the next work assignment.

The number of Florida registered professionals and other technical support personnel required for specific projects will be determined during the consultant selection process on a project-by-project basis based on the Department Director or designee's estimate of the consultant personnel required to adequately and competently perform the work in the desired time frame. Firms selected under this group will not be allowed to subcontract their work without the approval of the Department Director in advance.

[END OF SECTION]

SECTION 3 – QUALIFICATIONS

Pursuant to Florida Statutes 287.055, Consultant Competitive Negotiations Act (CCNA), the City of Lauderdale Lakes (hereinafter referred to as the CITY), is accepting statements of qualifications from firms or individuals (team proposals are not welcome) to provide various Professional Services. Since Florida law requires the CITY to make a determination of a Consultant's qualifications prior to employment, the Qualifications Package of this Request for Qualifications will be used by the CITY to make this determination. Additionally, evaluation points will be assigned to information contained in the package to prepare a short-list of firms. Short-listed firms may be invited for oral interviews prior to final selection.

Minimum Requirements

In order for a Proposal to be considered by the CITY, Proposers shall demonstrate, in their Proposals, compliance with the following minimum requirements:

- a) Proposers must be currently certified, licensed and authorized to work in the State of Florida to perform the following Services: architecture, civil, utilities and traffic engineering, land surveying, construction testing and inspections.
- b) Proposers must have experience working within South Florida on projects within each category.
- c) Proposers must be currently insured and meeting insurance requirements applicable by Law to perform the Services, with insurance certificates that state the name of the PROPOSER, current street address of the business and the type of work that the Business Tax Receipt is issued for and all additional insurance requirements, including required endorsements, as specified herein.

The CITY shall not consider Proposals that fail to demonstrate compliance with the above requirements. The Consultant shall maintain and keep in force throughout the life of the Contract, all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Consultant to comply with these requirements will be sufficient grounds for the CITY to declare the Contract in default and subject the Contract to possible termination by the CITY.

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

[END OF SECTION]

SECTION 4 - TERM OF CONTRACT

The CITY anticipates awarding one (1) or more contracts for an initial award period of two (2) years with additional options to renew on an annual basis for three (3) additional years. Prior to, or upon completion, of the initial term, the City of Lauderdale Lakes shall have the option to renew this contract by considering an adjustment to price based on changes in the Consumer Price Index (CPI). The CITY reserves the right to exercise any available option period only when such continuation is clearly in the best interest of the CITY.

The CITY intends to award three or more contracts per discipline. Awarded firms for each category shall be required to perform some or all of the Services on an "as needed" basis, contingent upon the CITY's needs. Services requested from the provider will be based on project specific requirements and the fees will be negotiated in accordance with the fee schedule of the contract. The fee schedule shall detail fully loaded hourly rates for staff level positions and expenses. The initial fee schedule shall remain in effect for the duration of the first contract term. Selected firms may submit updated fee schedules for the next (optional) three year term, subject to negotiation and approval by the CITY. All work orders assigned shall be accomplished using addenda to the master contract. The quantity of work will vary through the contract term.

[END OF SECTION]

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderdale Lakes – Department of Financial Services
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Attn: Bobbi Williams or Geeta Ramharry
Email: purchasing@lauderdalelakes.org

5.2 Copies of the RFQ may be obtained from the Department of Financial Services.

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERDALE LAKES OTHER THAN THE PURCHASING COORDINATOR OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

[END OF SECTION]

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

6.1 Proposal shall submit responses electronically at DemandStar by Onvia at www.demandstar.com. Instructions are provided as an attachment. You must be a planholder in order to submit a response. Responses received electronically will remain sealed or unopened until the request for proposal is declared closed.

6.2 In addition, the PROPOSER should submit (in a sealed envelope indicating PROPOSER's name and Request For Qualification (RFQ) number) samples of similar work, identified as follows:

RFQ No.: 22-3110-007Q
RFQ Name: Library of Professional Services
Due Date/ Time: October 27, 2022 @ 10:00AM.

~~6.3 The one (1) original, must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound and must be received by the closing date and time. The original must be submitted in a sealed envelope.~~

6.4 Responses to the RFQ must be signed by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the PROPOSER. The submittal of a Statement of Proposal by the PROPOSER will be considered by the CITY as constituting an Offer by the PROPOSER to perform the required services.

6.5 Failure to respond to all the questions in the proposal package may result in the submittal being considered non-responsive. In order for the CITY to make a determination of qualifications, a complete package must be submitted.

6.6 To obtain the best possible score, it is important that the Project Team Staffing Experience, related experience, and management approach portions of the package specifically address the scope of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.

7.7 If you propose a joint venture or use outside professional services for any of the project requirements, all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

7.8 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

[END OF SECTION]

SECTION 7 - EVALUATION METHODOLOGY

7.1 The CITY will assemble an evaluation committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations, as needed. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the CITY.

7.2 The following evaluation criteria will be used as a general guide for award of the proposal: Responses to the Request for Proposals will be evaluated by the CITY using, the following evaluation criteria. Scoring will be quantified using an ascending method. The total highest ranked score is the best proposal.

EVALUATION CRITERIA	MAXIMUM POINTS
7.2.1 Qualifications	30
7.2.2 Experience	30
7.2.3 Performance	20
7.2.4 Results	10
7.2.5 References	5
7.2.6 Availability	5
Maximum points available for evaluation	100

Evaluation Definitions:

Qualifications – This category rates the skills of the firm’s personnel as demonstrated in the firm’s proposal.

Experience – This category rates the Proposer’s experience with providing services to municipalities comparable to Lauderdale Lakes as demonstrated in the firm’s proposal.

Performance – This category rates the performance of the firm with regard to adherence to their schedule and cost proposals as demonstrated by the information provided by the Proposer and possibly supplemented by information provided by past clients.

Results - This category rates the accomplished results on projects similar in scope and size to the projects anticipated to be performed by the City, as demonstrated by the submitted projects and possibly supplemented by information provided by past clients.

References - This category rates information from past customers on the responsiveness of the firm and the quality of the interactions with the client.

Availability - This category evaluates the Proposer’s current workload and how the firm plans to provide project services to the City.

[END OF SECTION]

SECTION 8 - SELECTION PROCEDURE

8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for short listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

8.2 Shortlisted firms may be asked to make a presentation of its qualifications and methodology to City staff and /or the City Commission.

8.3 The committee reserves the right to negotiate an agreement with the shortlisted firms individually based upon ranking or to conduct concurrent negotiations to reach an agreement with one of the shortlisted firms, which will be recommended to the City Manager and/or the City Commission based on the total project award amount.

8.4 The CITY reserves the right to award to one proposer, to split the award among multiple proposers or to not award.

8.5 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE CONTRACT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED CONTRACT HAS BEEN RETURNED TO THE PROPOSER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED CONTRACT(S) TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE CITY SHALL IN NO WAY BE ESTOPPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

[END OF SECTION]

SECTION 9– REJECTION CRITERIA

Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):

- 9.1 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.2 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 9.3 The RFQ response Package is found to have concealed or contained false and/or misleading information.
- 9.4 The CITY did not receive the Response to the RFQ Package prior to the submittal deadline both electronically and hard copy.
- 9.5 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.6 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.7 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.8 The Proposal signature page and certification is not properly executed.

[END OF SECTION]

SECTION 10 - WAIVERS

The CITY in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

[END OF SECTION]

SECTION 11 - INSURANCE REQUIREMENTS

11.1 The PROPOSER shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY.

11.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The PROPOSER shall furnish Certificates of Insurance to the CITY's representative prior to the commencement of operations. The Certificates shall clearly indicate that the PROPOSER has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the PROPOSER of its liability and obligations under this Contract.

11.3 The PROPOSER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum of \$1,000,000 per occurrence for Errors and Omissions.

11.4 The PROPOSER shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the PROPOSER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the PROPOSER or by anyone directly employed by or contracting with the PROPOSER.

11.5 The PROPOSER shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the PROPOSER from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the PROPOSER or by anyone directly or indirectly employed by the PROPOSER.

11.6 The PROPOSER shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a corporation officer, sole proprietor, or partner. In such case, the firm shall provide copies of their waivers as provided by Florida Statutes 440.055.

11.7 All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the PROPOSER shall specifically include the City of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

11.8 Required insurance shall support PROPOSER's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, the PROPOSER shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY

11.9 It shall be the responsibility of the PROPOSER to insure that all SubProposers comply with the same insurance requirements referenced above.

11.10 Compliance with the foregoing requirements shall not relieve the Successful PROPOSER of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

11.11 Issuance of a contract is contingent upon receipt of the insurance documents within five (5) business days after a Notification of Tentative Award is issued to the PROPOSER by an authorized official of the CITY. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful PROPOSER shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the CITY. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the Notification Of Tentative Award the Successful PROPOSER shall be in default of the terms and conditions and the any proposed Contract shall deemed terminated immediately. Under these circumstances, the Successful PROPOSER may be prohibited from submitting future Proposals to the CITY for a period of twelve (12) months.

11.12 Successful PROPOSER shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful PROPOSER shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-Purchasing charges from the Successful PROPOSER.

11.13 In the judgment of the CITY, prevailing conditions warrant the provision by Successful PROPOSER of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by Successful PROPOSER of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful PROPOSER fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the PROPOSER, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

11.14 An original or certified sample copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by PROPOSER in the types and amount(s) required hereunder, shall be included with the Proposal response.

11.15 After award, except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the City of Lauderdale Lakes, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured.

[END OF SECTION]

SECTION 12 – GENERAL CONDITIONS

It is the sole responsibility of the PROPOSER to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the PROPOSER of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of this Solicitation.

12.1 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

12.2 **EXPENSES**: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All expenses in the preparation of this RFQ are the sole responsibility of the PROPOSER. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFQ.

12.3 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the opening of Proposals; failure to do so on the part of the PROPOSER will constitute an acceptance by the PROPOSER of any subsequent decision by the CITY. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the CITY at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

12.4 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.5 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request For Qualifications and the monies which may become due hereunder are not assignable, in whole or part without prior consent and approval by the City Manager or designated representative.

12.6 **INDEMNIFICATION**: PROPOSER agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the CITY, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the PROPOSER, its employees, or agents, arising out of or connected with this Contract. The PROPOSER shall not be required to indemnify the CITY or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

The parties agree that one per cent (1%) of the total compensation paid to the PROPOSER for performance of this Contract shall represent the specific consideration for the PROPOSER's indemnification of the Owner.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

12.7 **PROPOSALS TO REMAIN OPEN:** All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The CITY may, in its sole discretion, release any proposal prior to that date.

12.8 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the approval of the annual budget appropriations to implement the Contract.

12.9 **EMPLOYEES:** Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the CITY. The Contractor shall supply competent employees. The CITY may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the CITY or without any increase in Contract Price. Contractor shall be responsible to the CITY for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

12.10 **EQUAL EMPLOYMENT OPPORTUNITY:** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. To include any revisions and/or amendments to the 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

12.11 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the CITY. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the PROPOSER's authorized signature on the Proposal Form attests to this.

12.12 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the PROPOSER from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the CITY in its sole discretion.

12.13 **MODIFICATION OF AN OFFER:** Any modification of an Offer by the PROPOSER shall be submitted to the Department of Financial Services prior to the Solicitation Closing Date & Time. The PROPOSER shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the PROPOSER stating that the new submittal supersedes the previously submitted Offer. The PROPOSER must present certification to assure that they are indeed an authorized representative of the PROPOSER's firm at the time such communication to modify the Proposal is presented. A CITY representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.

12.14 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Department of Financial Services prior to the Solicitation Closing Date & Time. The PROPOSER must present certification to assure that they are indeed an authorized representative of the PROPOSER's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of PROPOSER's proposal. An Offer may also be withdrawn after one hundred

and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Department of Financial Services at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the PROPOSER.

12.15 CONTRACT EXTENSION: The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the Successful PROPOSER in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the Successful PROPOSER are in mutual agreement of such extensions.

12.16 PAYMENT SCHEDULE: Payments will be based on a schedule of payment to be developed upon award of this Contract. In addition, the CITY reserves the right to inspect records supporting the firm's billings.

12.17 PAYMENT METHOD: The CITY requires all vendors to receive payment by electronic funds transfer (EFT). This allows you as a vendor of the City of Lauderdale Lakes to receive your payment fast and safely. Accordingly, firms must presently have the ability to accept electronic funds transfer payments or take whatever steps necessary to implement acceptance before the commencement of a contract. EFT application is provided in the Vendor Registration Application.

The CITY is further transitioning to vendor payments using the Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be eventually made utilizing the CITY's Purchasing Card. Contractors will receive payment from the purchasing card in the same manner as other credit card purchases. Once fully implemented, the CITY will provide a deadline or window in which Contractors must have the ability to accept credit card payments. Note that any costs associated with the participation in this payment program shall be borne by the Contractor. The CITY reserves the right to revise this program as necessary.

12.18 COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS: Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances rules and regulations that are applicable to the services being offered in the RFQ. Lack of knowledge of the PROPOSER shall in no way be a cause for relief from responsibility.

12.19 SCRUTINIZED COMPANIES:

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

12.20 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS:** The bidder or PROPOSER certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

12.21. **SUBSTITUTION OF KEY PERSONNEL.** It is the intention of the CITY that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Consultant wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to CITY approval. In the event substitute personnel are not satisfactory to the CITY and the matter cannot be resolved to the satisfaction of the CITY, the CITY reserves the right to cancel the Contract for cause.

12.22. **APEALS AND REMEDIES.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Financial Services or designee. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Lauderdale Lakes, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. **Please refer to the CITY's Procurement Code, Article XIII, Lauderdale Lakes Procurement Code, Sec 82-364.**

~~12.23. **LOCAL PREFERENCE.** Any qualified local business shall receive bidding preferences pursuant to Section 82-356 (l) of the CITY's Code of Ordinances, which states:~~

~~"If a qualified local business submits a response to either an inquiry made pursuant to informal competitive conditions or a formal solicitation as required in Section 82-356 of the code, and the original Bid of the qualified local business is within ten percent (10%) of the low Bid, then the CITY shall give the qualified local business the opportunity to meet the price of the low Bid. The order of preference by which the qualified local business shall be given the opportunity to match the low Bid shall be from the lowest to the highest Bid, as long as the initial Bid was within ten percent (10%) of the low Bid." NOT APPLICABLE FOR THIS SOLICITATION~~

12.24. **AWARD OF CONTRACT.** The CITY reserves the right to accept any Bid or combination of Bid alternates which, in the CITY's judgment will best serve the CITY's interest, reject any and all Bids, waive any and all informalities and/or irregularities, and disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the CITY reserves the right to reject the Bid of any BIDDER, if the CITY believes that it would not be in the best interest of the CITY to make an award to that BIDDER, whether because the Bid is non-conforming, non-responsive, unqualified, of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CITY.

The Successful Contractor(s) shall not begin work until a Contract has been awarded by the City Commission (if required) 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.

12.25. **NO EXCLUSIVE CONTRACT** .PROPOSER agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services from another vendor at the CITY's sole option.

Method of Contract Award For Solicited Projects

Future projects will be solicited only to the Consultants established in the new Library pool under the particular category(ies) for the particular project scope of work. Once Proposals are received, Consultants may be awarded projects on a rotational basis, or by evaluation and ranking by the CITY's selection committee to determine the highest qualified evaluation scoring responsive, responsible PROPOSER

whose Proposal is most advantageous to the CITY. The method of award is at the CITY's sole discretion, for the best interest of the CITY.

The CITY, in its sole discretion, reserves the right to enter into Contract negotiations with a Proposer. If the CITY and that Proposer cannot negotiate a successful Contract, the CITY may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the CITY has been executed or all Proposals are rejected. No Proposer shall have any rights against the CITY arising from such negotiations or termination thereof.

To assure full understanding and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

12.26 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT. The PROPOSER's response to the Solicitation 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 Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the PROPOSER's response to the Solicitation purporting to require confidentiality of any portion of the PROPOSER's response to the Solicitation, 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 Solicitation 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: 954-535-2700

Mailing Address: City Clerk's Office
4300 NW 36th Street, Lauderdale Lakes, FL 33309
EMAIL: cityclerk1@lauderdalelakes.org

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the CITY.
4. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the Contractor or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

[END OF SECTION]

SECTION 13 - SUBMITTAL PACKAGE

I. Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the CITY to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the CITY.

II. Submission of the Request for Proposal should include the following:

a. Title Page: Title pages showing the request for proposal's subject, the firm's name, address, telephone number of contact person and email, and the date of the proposal.

b. Table of Contents: The table of contents should include a clear and complete identification of the materials submitted by section and page number.

c. Transmittal Letter: This letter shall summarize in a brief and concise manner to the PROPOSER's understanding of the work to be performed, the commitment to perform the work with an anticipated time period, a statement why the firm believes itself to be best qualified to perform the services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the PROPOSER must sign the Letter of Transmittal indicating the agent's title or authority.

d. Technical Proposal: The detailed proposal should follow the tabs outlined as set forth below as Tabs 1 thru 7.

The PROPOSER acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the CITY in awarding the Contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the Contract, shall cause the CITY to reject the proposal, and if after the award, to cancel and terminate the award and/or Contract.

III. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the Proposers seeking to undertake the scope of services in conformity with the requirements of this RFQ. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the service. It should also specify a management approach that will meet the RFQ requirements.

The technical proposal should address all the points outlined in this RFQ. The proposals should be prepared simply and economically, providing a straightforward, concise description of the PROPOSER's capabilities to satisfy the requirements of the RFQ. While additional data may be presented, the following information as identified via Tabs 1 thru 10 must be included. They represent the areas in which the proposal will be evaluated.

TAB #1 Insert Proposer Checklist and Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:

Provide a statement summarizing in a brief and concise manner to the PROPOSER's understanding of the work to be performed, and the commitment to perform the work with an anticipated time period. Also, include why the vendor believes themselves to be best qualified to perform the services, and that the proposal shall remain in effect for ninety (90) days. In conclusion, an authorized agent of the firm indicating their title or authority must sign attesting to this statement.

TAB #3 Key Personnel/Project Management Team:

- 3.1 List experienced staff members in providing support to the City of Lauderdale Lakes and their experience.
- 3.2 Provide as much information as possible regarding the qualifications, experience and training, to include relevant continuing professional education of the specific staff to be assigned to this contract.
- 3.3 Indicate how the quality of staff will be established and maintained over the terms of the Contract.
- 3.4 Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the CITY.
- 3.5 Provide a resume for each of the qualifying agents listed on the Professional Services Library Proposal Reference Form.

TAB #4 Specific Related Experience of the Firm:

Proposers should state the experience of the firm in providing CCNA Professional Services during the past three (3) to five (5) years. Indicate:

- Client Name, address, email and telephone number
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Provide a sample list of types of materials or services provided;
- Include turnaround times and/or quantities;
- Challenges encountered, resolutions; and/or
- Contract Starting and Ending Dates

Include the Client Reference Listing in this section.

TAB #5 Current Workload:

List, for the PROPOSER and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Contract period and duration
- List number of staff assigned
- Brief Project description of the types of materials and/or services

TAB#6 Financial Statements:

Provide the most recent certified business financial statement as of a date not earlier than the end of the PROPOSER's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted. In lieu of a financial statement, PROPOSER may provide Dunn and Bradstreet rating as evidence of financial stability.

TAB #7 Attachments:

Insert Non-Collusive Affidavit (Attachment "B"), Drug-Free WorkPlace Affidavit (Attachment "D"), E-Verify Statement ("E"), Signature Page (Attachment "F"), Debarment Certification (Attachment "G"), Public Entity Crime Statement (Attachment "H"), Certificate of Insurance (proof only), Business Tax Receipt and Licenses (if applicable).

- a. The Firm's professional license issued by the Florida Department of Business and Professional Regulation (e.g. PE, PG, RA or RLA); if applicable
- b. For each of the certifying and qualifying agents provide a copy of their professional license issued by the Florida Department of Business and Professional Regulation* (e.g. PE, PG, RA or RLA), college degree (e.g. chemist or biologist), and their certificates (e.g. AICP, ASQ or divers) if applicable
- c. Florida Department of Agriculture and Consumer Services (e.g. LS).

SUBMITTAL CHECKLIST
Checklist must be inserted before Tab #1

PROPOSER NAME: _____

PROPOSER PHONE: _____

PROPOSER EMAIL: _____

BEFORE SUBMITTING YOUR PROPOSAL MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED:

- Qualification Statement (Attachment "A"). Complete and sign the qualification statement.
(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
- Client Reference Listing
- Non-Collusive Affidavit (Attachment "B"). This form must be properly notarized.
- ~~Cost Schedule (Attachment "C"). Attach the price of items available.~~
- Drug-Free Workplace Affidavit (Attachment "D")
- E-Verify Statement ("E")
- Signature Page (Attachment "F"). This form must be properly notarized.
- Debarment Certification (Attachment "G")
- Public Entity Crime Statement (Attachment "H"). This form must be properly notarized.
- Certificate of Insurance (proof only)
- Business Tax Receipt and Licenses. Attach Business Tax Receipt from the CITY or County. Include a copy of state registration and any other applicable licenses.

Other Notes:

- Submit electronic version at www.demandstar.com (you must be registered in the system)
- Include the process to request services and address turnaround time. Reminder that the turnaround time is an award criteria.

I have read the solicitation, RFQ 22-3110-07Q, Library of Professional Services, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

Proposer's Name and Principal Address:

Contact Person's Name and Title: _____

Proposer's Telephone and Fax Number: _____

Proposer's Email Address: _____

Please indicate the Category of Service(s) submitted in this package:

- | | |
|---|--|
| <input type="checkbox"/> Architecture | <input type="checkbox"/> General Planning |
| <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Roadway & Traffic Engineering |
| <input type="checkbox"/> Geotechnical Engineering | <input type="checkbox"/> Stormwater & Drainage Engineering |
| <input type="checkbox"/> Land Survey | <input type="checkbox"/> Structural Engineering |
| <input type="checkbox"/> GIS Services | <input type="checkbox"/> Mechanical, Electrical & Plumbing Engineering |
| <input type="checkbox"/> Civil Engineering | |

Proposer's License Number: _____

(Please attach certificate of status, competency, and/or state registration.)

Proposer's Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFQ: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the CITY and shall render the PROPOSER RFQ submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the PROPOSER and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the PROPOSER or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the PROPOSER, its principals or officers or predecessor organization(s) were defendants.

Has the PROPOSER, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

(Print Type Name)

**City of Lauderdale Lakes
CLIENT REFERENCE LISTING**

Please list government agencies and/or private firms with whom you have done business during the last five years. Include this completed document in Tab 4, Specific Related Experience of the Firm.

Your Company Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

Agency/Firm Name: _____
Contact: _____
Address: _____
Email: _____
Phone/Fax: _____

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF LAUDERDALE LAKES AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM

ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

**City of Lauderdale Lakes
ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

DO NOT COMPLETE THIS FORM
ATTACHMENT "C"
COST SCHEDULE

~~BIDDER/PROPOSER must designate a fee for the services below. Cost proposals shall remain valid for ninety (90) days after bid closing. Bidders/Proposers MAY NOT request a change to the prices before this time.~~

Insert Proposer's list of items, prices, quantities, etc. **Attach as separate document.**

~~A. Acknowledgment is hereby made of the following Addendum (identified by number) received since issuance of the Request for Proposals:~~

~~Addendum No. _____ Date: _____~~

~~Addendum No. _____ Date: _____~~

~~Addendum No. _____ Date: _____~~

~~B. PROPOSER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.~~

~~C. The correct legal name of Bidder/Proposer is: _____~~

~~D. Communications concerning this Proposal shall be addressed to:~~

~~Contact Name: _____~~

~~City/State/Zip: _____~~

~~Phone & Fax: _____~~

~~E-Mail: _____~~

**City of Lauderdale Lakes
ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

1. Publish 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.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendens to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

**City of Lauderdale Lakes
ATTACHMENT "E"
E-VERIFY AFFIRMATION STATEMENT**

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFQ 22-3110-07Q

Project Description: CCNA - PROFESSIONAL SERVICES LIBRARY

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 Signature

Date

Authorized Company Printed Name

Title

**City of Lauderdale Lakes
ATTACHMENT "F"
SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The PROPOSER is financially solvent and sufficiently experienced and competent to perform all of the work required of the PROPOSER in the Contract;
2. The facts stated in the PROPOSER's response pursuant to Request for Submittals, instructions to PROPOSER and Specifications are true and correct in all respects;
3. The PROPOSER has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The PROPOSER warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the PROPOSER is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.
5. **PROPOSER understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the CITY the firm will negotiate in good faith to establish an agreement.
7. PROPOSER understands that all information listed above may be checked by the City of Lauderdale Lakes and PROPOSER authorizes all entities or persons listed above to answer any and all questions. PROPOSER hereby indemnifies the City of Lauderdale Lakes and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this ____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 2021, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 2021, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

City of Lauderdale Lakes
ATTACHMENT "G"
DEBARMENT CERTIFICATION

49 CFR Part 29- Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Proposer's Signature

(Print Type Name)

**City of Lauderdale Lakes
ATTACHMENT "H"
PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderdale Lakes, Florida
by _____ (name and title of individual) For

_____ (name of entity) whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is
_____ (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or no lo contendre.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____ who is personally known to me or who has presented the following type of identification:

_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700
www.lauderdalelakes.org

CONTRACT # 21-3410-XXR
SERVICES AGREEMENT

This Contract is made as of the _____ day of June, 2021 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida ("CITY"), and _____, a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is _____.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to administer the City's Minor Home Repair Program and;

WHEREAS, at its meeting of _____, 2021, by Resolution #2021-____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #21-3410-XXR and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of the Lauderdale Lakes Community Redevelopment Agency Architectural design Standards Manual for the compensation and on the terms, conditions and specifications hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to develop an architectural design standards manual as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be _____ telephone (954) 535-_____.

ARTICLE 2 - TERM

The Community Redevelopment Agency anticipates awarding a contract for the period through the completion and acceptance of the design manual per the timeline as submitted by the Successful Proposer.

In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Attachment "C", Cost Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Payments under this program are grant funded and can only be reimbursed to the City after a client or project is completed. In the event, a client does not complete the program, Contractor will be paid on an agreed upon amount prorated based upon the number of hours performed for the client and hourly rate of the designated management personnel.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

- E. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the

Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100) upon compliance with A through D of this Article 5. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and to inspect all facilities of any sub-Contractors in order to make a determination as to the capability of the sub-Contractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any sub-Contractors on this project the following provisions of this Article shall apply:

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do

so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a sub-Contractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its sub-Contractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-Contractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.

- G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- H. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.
- I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

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 CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 11- SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Attn: City Manager
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 733-7325

Copy to: Purchasing Division
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 954-1832

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR
Attn: Authorized Contact Person
Name of Company
Address
Tel:
Fax:
Email:

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 28 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 32 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

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SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the ____ day of ____, 2021

NAME OF COMPANY

Corporate Seal

Witness

NAME, President/CEO

As to the CITY on the ____ day of ____, 2021.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Hazelle Rogers, Mayor

APPROVED AS TO FORM

City Attorney

SAMPLE

ALL EXHIBITS WILL BE ATTACHED HERE