

# REQUEST FOR QUALIFICATION (RFQ)



**RFQ #: 24-PW-011**

## **CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)**

**Publish Date:**

**January 15, 2024**

**All Questions Due:**

**February 5, 2024 by 5:00 PM**

**MANDATORY Pre-Qualification  
Conference:**

**January 24, 2024 at 10:00 AM**

**Proposal Due and Opening Date:**

**February 15, 2024 at 3:00 PM**

**Location:**

**City of North Lauderdale  
Commission Chamber  
701 SW 71st Avenue  
North Lauderdale, FL 33068**

**Where to Deliver Proposal**

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/>

or in person at the City of North Lauderdale, City Hall 701  
Southwest 71St Ave, North Lauderdale, FL 33068

**City of North Lauderdale, Florida  
701 SW 71st Avenue North Lauderdale, FL 33068**

**For**

**Public Works Department**

**CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)**

**GENERAL FUND  
Service Contract**

**Advertisement Date: January 14, 2024**



Bid documents and Addenda are available on the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org) and DemandStar at [www.demandstar.com](http://www.demandstar.com)

**SUMMARY OF EVENTS**

RFQ NUMBER:	24-PW-011
RFQ TITLE:	CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)
DATE PUBLISHED IN SUN-SENTINEL	SUNDAY, January 14, 2024
RELEASE DATES/TIME:	TUESDAY, January 15, 2024 by 12:00 PM
<b>MANDATORY</b> PRE-QUALIFICATION CONFERENCE:	WEDNESDAY, January 24, 2024 at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	MONDAY, February 5, 2024 by 5:00 PM
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	THURSDAY, February 8, 2024 by Close of Business
RFQ REPOSENSE DUE DATE/TIME:	THURSDAY, February 15, 2024 at 3:00 PM
RECOMMENDATION FOR AWARD:	Winter 2024
DIRECT ALL INQUIRIES TO:	<a href="mailto:Procurement@nlauderdale.org">Procurement@nlauderdale.org</a>
PROPOSAL DELIVERY:	DemandStar E-Bidding or Sealed and Received at North Lauderdale, City Hall
PROPOSAL OPENING LOCATION:	City of North Lauderdale Purchasing Division 701 SW 71 <sup>st</sup> Avenue, 2 <sup>nd</sup> Floor North Lauderdale, FL 33068

\*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City. All times listed are Local South Florida Time Eastern Time (ET)

**LOCAL VENDORS:** The City of North Lauderdale encourages the active participation of local vendors. This procurement **WILL** qualify for Local Vendor Preference in accordance with Section 3-12 of the City’s Code of Ordinances.

**MINORITY / WOMEN’S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale encourages the active participation of minority businesses, women’s business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime

contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- 1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. It is the intent of the City to award this bid to the lowest responsible and responsive responding firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the RFQ on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

Late proposals will not be considered. **The DemandStar time stamp or the time stamp when received at City Hall shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this solicitation.

**CONE OF SILENCE NOTICE:** Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review,



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the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. Public notice of the termination shall be posted when a cone of silence is terminated.

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## ADVERTISEMENT REQUEST FOR QUALIFICATIONS (RFQ)

### RFQ # 24-PW-011 - CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)

#### ALL PROSPECTIVE QUALIFIED CONTRACTORS:

The City of North Lauderdale requests electronically sealed proposals for our **CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)**. This is a qualification-based solicitation with pricing that is to be submitted as part of the proposal package. **Interested parties shall submit one (1) complete proposal package electronically through DemandStar or Sealed and clearly marked as RFQ # 24-PW-011 - CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN), in person at the City of North Lauderdale, City Hall 701 Southwest 71<sup>st</sup> Ave, North Lauderdale, FL 33068 with all of the required documents before the RFP due date and time of **3:00 PM ET, THURSDAY, February 15, 2024**, at which time sealed qualification packages will be opened by the Purchasing Division at the City of North Lauderdale, Broward County, Florida.**

**SCOPE OF WORK:** The City of North Lauderdale seeks to engage qualified Handyman Maintenance and Repair Services for Citywide projects. The Contractor shall have at least three years of business experience in providing handyman (Handyman) services to commercial and industrial facilities similar in size and scope services in full accordance with the scope of services, terms, and conditions contained in the documents of the Request for Qualifications (RFQ).

**A MANDATORY Pre-Qualification Conference will be held on Wednesday, January 24, 2024, at 10:00 AM Local South Florida Time Eastern Time (ET) at City Hall 701 Southwest 71<sup>st</sup> Ave City of North Lauderdale, FL, 33068.** Please note this is a **MANDATORY** pre-qualification meeting; all parties interested in submitting a proposal for this RFQ **MUST** attend this meeting.

**CONE OF SILENCE NOTICE:** Proposers are hereby notified that this solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

**LOCAL VENDORS:** The City of North Lauderdale encourages the active participation by local vendors. This procurement **WILL** qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

**MINORITY/WOMEN'S/LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale, in accordance with the requirements as stated in CFR 200.321, encourages the active participation of minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors.

The City of North Lauderdale reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise this RFQ, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written agreement with the Contractor who is responsive, responsible Proposer, meeting all specifications, and whom provides the most advantageous solution for the City.

Solicitation documents may be obtained from the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org) or DemandStar at [www.demandstar.com](http://www.demandstar.com). All communication regarding this RFQ shall be directed to [Procurement@nlauderdale.org](mailto:Procurement@nlauderdale.org). There are no charges for the documents. Late proposals cannot be submitted on DemandStar or received at North Lauderdale City Hall and will not be considered. The DemandStar electronic time stamp or the time stamp when received at City Hall shall be conclusive as to the timeliness of filing. Faxed, and emailed submissions addressed to any City of North Lauderdale personnel, inclusive of the City Clerk (s), will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a Proposer in responding to this solicitation.

\*\*\*ONLY BID PACKAGES SUBMITTED VIA DEMANDSTAR'S E-BIDDING PORTAL OR IN PERSON AT THE CITY OF NORTH LAUDERDALE, CITY HALL 701 SOUTHWEST 71ST AVE, NORTH LAUDERDALE, FL 33068 WILL BE ACCEPTED\*\*



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## SECTION I: INSTRUCTIONS TO OFFERORS FOR QUALIFICATIONS (RFQ)

RFQ #: 24-PW-011

### CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR

**Procurement Definition:** A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a service contract. Pricing shall be a component of this RFQ and should be submitted as a part of this evaluation process. The awarded Contract will be based on the criteria set forth herein to the most qualified firms as indicated by SECTION II. STATEMENT OF WORK.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

### DEFINITIONS

#### 1.1 DEFINED TERMS

Terms used in these Instructions to Proposers are defined as follows:

**“Addenda”** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.

**“Agreement”** The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

**“City”** - the City of North Lauderdale, a municipal corporation of the State of Florida.

**“Contract Administrator”** – The Department’s Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

**“Contract Documents”** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions),

drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**“Contractor”** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents

**“Firm”** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**“Offeror”** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

**“On-line e-procurement system” or “e-procurement system”** – The City of North Lauderdale’s solicitation management partner “DemandStar”

**“Performance Based Contract”** -- A contracting model whereby satisfactory performance under the contract, will result in the City’s exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor’s loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.

**“Project”** – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.

**“Proposal”** means the package of materials and information submitted by a Proposer in response to this RFQ.

**“Proposal Documents”** - the Request for Qualifications, Instructions to Offerors, Offeror’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

**“Project Manager”** – The City’s authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the

work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.

**“Proposer”** means a Person (e.g., a corporation or partnership) that submits a Proposal in response to this RFQ. The terms “Offeror” and “Proposer” are used interchangeably and have the same meaning.

**“Respondent/Offeror/Proposer”** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the RFQ.

**“Response Documents/Proposal”** - the Request for Qualifications, Instructions to Offerors, Respondent’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

**“Responsible Proposer”** means a Person or firm who has the capability in all respects to fully perform the requirements in the RFQ and Agreement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to assure good faith performance.

**“Responsive Proposer”** means a Person who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFQ

**“Request for Qualification or (RFQ)”** means this procurement document and all addenda, exhibits, and attachments, including the Agreement

**“Written Amendment”** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents

## 1.2 SPECIAL CONDITIONS AND/OR STATEMENT OF WORK

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or Statement of Work outlined in this RFQ, the Special Conditions and/or the Statement of Work shall prevail.

## 1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

## INTRODUCTION / GENERAL SCOPE OF SERVICES

### 1.4 INTRODUCTION

The City of North Lauderdale ("City") was incorporated in 1963 and is located in the northwestern region of Broward County, Florida. The City spans approximately 5.5 square miles and is home to approximately 45,000 residents. North Lauderdale is predominantly a residential community and is home to many churches and small businesses. New commercial development in the City is limited to a handful of shopping plazas along the SR7 and McNab corridors. There are redevelopment opportunities on existing commercial properties.

The City operates under the Commission/Manager form of government and employs approximately 190 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

### 1.5 SCOPE OF SERVICES

The work will primarily be handyperson (Handyman) services on an "as-needed" basis and may also include but is not limited to light carpentry; minor plumbing; installation and repair of drywall; minor electrical; flooring, carpet, tile, and linoleum removal and/or installation; fence installation/repair; minor roof and gutter repair; door repairs, window repairs, siding repairs, screen work, stucco installation repair/replacement, wood deck repairs; graffiti removal; painting; site cleanup; weed abatement; trash abatement; sign installation; and other general handyperson (handyman) type work as needed. For graffiti, remove as much as possible and reinstate the material's original color. The City reserves the right to award multiple Contractors.

## GENERAL INFORMATION / REQUIREMENTS

### 1.6 ELIGIBILITY OF PROPOSER

To be eligible to respond to this solicitation, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services of similar magnitude as those specified in SECTION II. STATEMENT OF WORK of this solicitation to at least one city similar in size and complexity to the City of North Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

### 1.7 PRE-QUALIFICATION CONFERENCE

The City may will hold a pre-qualification conference for this project. The information regarding such meeting will be noted on the second or advertisement page of this document.

#### 1.8 **QUESTIONS AND ADDENDA ON THIS SOLICITATION**

It is the proposer's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the Procurement contact person listed on page 2.

Any and all responses to questions or inquiries, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website ([www.nlauderdale.org](http://www.nlauderdale.org)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda issued shall become a part of the solicitation document. Proposer shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

If you have received this RFQ packet from a source other than directly from the DemandStar or the City of North Lauderdale's website and you are not registered with DemandStar you must register with DemandStar.

All interested parties must register with Demand Star in order to receive any changes, additions, addenda or other notices concerning this RFQ. Any RFI questions regarding this RFQ should include in the subject line **"24-PW-011 – CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR"** and emailed to [Procurement@nlauderdale.org](mailto:Procurement@nlauderdale.org)

No negotiations, decisions or actions shall be initiated by the proposer as a result of any discussions with a CITY employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from proposers, which submitted by email in writing, will be recognized by the CITY as duly authorized expressions on behalf of the proposer.

#### 1.9 **MISTAKES WITHIN RFQ**

Proposers are cautioned to examine all terms, conditions, specifications, Statement of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

#### 1.10 **SUBMISSION OF THE PROPOSAL**

The Responding Firm is directed to submit all proposals online through DemandStar: NORTH LAUDERDALE or in person at the City of North Lauderdale, City Hall 701 Southwest 71st Ave, North Lauderdale, FL 33068 no later than the date and time specified on the 2nd page of this solicitation document. Proposals will not be considered and cannot be entered online after the above-referenced closing date. The City will not be responsible for a late proposal due to the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding Firm's responsibility to read and understand the requirements of this RFP. Unless otherwise specified, the Responding Firm must use the proposal forms located on DemandStar. All proposals shall be submitted in the English language. All prices, terms and conditions proposed in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar

#### 1.11 **CAUSES FOR REJECTION**

No response will be canvassed, considered, or accepted which, in the opinion of the City's Selection Evaluation Committee (SEC) is incomplete, informal or unbalanced, or contains

inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.

#### **1.12 REJECTION OF PROPOSALS**

The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals, to waive such technical errors; to waive informalities or irregularities in any response received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.

#### **1.13 WITHDRAW OF PROPOSALS**

Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the response through DemandStar. The proposal may also be retrieved in person at the City of North Lauderdale. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.

### **MINIMUM SUBMITTAL REQUIREMENTS**

#### **1.14 FORM OF PROPOSALS**

Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks completed and filled in. Incomplete forms may be rejected by the Purchasing and Contracts Division as non-responsive. Proposal packages must be submitted electronically through DemandStar or in person at the City of North Lauderdale, City Hall 701 Southwest 71<sup>st</sup> Ave, North Lauderdale, FL 33068 by the due date and time outlined on the second page of this RFP. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the response

#### **1.15 COMPLETION OF REQUIRED FORMS**

All responses must comprehensively cover all items for which responses are asked and no other.

#### **1.16 MINIMUM SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RFQ**

The following is a summary of documents required to be submitted, or agreed to electronically for this RFQ. Failure to include a technical proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive.

#### **1.17 REFERENCES**

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaint. Proposer's submission of a bid constitutes acknowledgment of this process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

#### **1.18 INSURANCE REQUIREMENTS**



Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the Request for Proposal. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide”, published by A.M. Best Guide. Contractor shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Insurance Requirements		
Line of Business / Coverage	Occurrence	Aggregate
	Limits	
<b>Commercial General Liability, Including:</b> Premises/Operations Contractual Liability Person Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$ 500,000	\$1,000,000
Automobile Liability	\$ 500,000	\$1,000,000
Worker's Compensation & Employer's Liability	Statutory	

**EVALUATION METHODOLOGY AND CRITERIA**

**1.19 EVALUATION METHODOLOGY AND CRITERIA**

A Selection Evaluation Committee (SEC) will be created and will be responsible for selecting the most qualified firm and then negotiating a contract.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion or oral presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

No work on this project shall proceed without written authorization from the City.

**1.20 WEIGHTED CRITERIA / BEST VALUE SCORING**

The City’s evaluation criteria may include, but shall not be limited to, the criteria outlined below. The City may also use a Best Value Scoring as an alternative scoring method. The actual criteria will be provided in the Proposal document. The potential weighted criteria may include the following examples (**See MINIMUM EVALUATION AND**

**COMMITTEE REVIEW for Actual Evaluation Criteria and Weights):**

**Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory].**



This refers to the adherence to all conditions and requirements of the Request for Proposals.

**Quality of Response**

Clearly demonstrated understanding of the work to be performed.

- A. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- B. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal.
- C. Management demonstrates sufficient focus and ability to successfully direct work teams and other staff to perform under this agreement in a consistent and professional manner in conformance with the individual Scope of Work for each set of tasks as defined herein.
- D. Demonstration of sufficient resources including staffing and equipment, and the ability to meet required property maintenance schedules.

**Services to be Provided and Quality Control**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project the quality planning process that they utilize to ensure compliance with our specification's requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

**Managerial Capacity and Relevant Experience**

Offeror's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. The criteria shall include:

- a) The firm's experience and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
  - b) Personnel to be assigned to the project, and their education, capabilities, qualifications, and experience with similar projects
  - c) Reference information gathered from other entities regarding the past experience of the firm; and
  - d) Other areas addressed in the *Scope of Work* herein.
- E. **Proposed Costs.** Offeror's price and cost proposals.

This refers to the proposed schedule included in the RFQ. Each location has a separate charge. The City reserves the right to award to more than one vendor if seen in the City's best interest. **(Please note that price is only one factor for consideration of award).**

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

\* Project Cost will be calculated per the following "sample" formula.

Firm A: Proposed Price \$20,000      Percentage = 100% X Weight (20) = 20 Points

Firm B: Proposed Price \$25,000      Percentage = 80% X Weight (20) = 16 Points

Firm C: Proposed Price \$28,000      Percentage = 71% X Weight (20) = 14.2 Points

Firm B's percentage is  $\$20,000 \div \$25,000 = 80\%$  of maximum points

Firm C's percentage is  $\$20,000 \div \$28,000 = 71\%$  of maximum points

- **Proposed Costs.** Offeror's price and cost proposals.

**Local Vendor Preference.** – The City of North Lauderdale encourages the active participation by local vendors. This procurement WILL qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

Definition: A "Local Vendor" is defined as the following:

- A. **LOCAL BROWARD COUNTY VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from Broward County or the City within Broward County where the business resides.
- B. **LOCAL NORTH LAUDERDALE VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from the City of North Lauderdale.

The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location.

**Process:** For bid evaluation purposes, vendors that meet the definition of local Broward County or local North Lauderdale vendor, as defined above, shall be given preference applied to their bids or proposals for commodities, services, and construction. Local North Lauderdale vendors shall be given five percent (5%), and local Broward County vendors shall be given two-point-five percent (2.5%).

#### 1.21 CITY'S RIGHT TO USE BEST VALUE SCORING

As an alternative to using the weighted criteria, the City may utilize a Best Value Scoring process. The Best Value Scoring will require the SEC to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1<sup>st</sup> place), 2 (2<sup>nd</sup> place), and so on, for the total number of responses under consideration.

##### A. **Best and Final Offer.**

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

#### 1.22 ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- A. **Acceptable;**
- B. **Potentially Acceptable** – Proposal is reasonably susceptible of being made acceptable; or
- C. **Unacceptable** -- Scoring is below an aggregate score which may be specified in the proposal document, or in the absence of a specific aggregate score, a score lower than 70% of the potential possible points available.





**1.23 AWARD RESERVATIONS**

The City shall award to the responsible offeror whose Proposal is the most advantageous to the City, taking into consideration the price and the evaluation criteria outlined in SECTION II – STATEMENT OF WORK. The City of North Lauderdale reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the City's best interest.

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## SECTION II STATEMENT OF WORK

RFQ #: 24-PW-011

### CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)

**Procurement Definition:** A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a service contract. Pricing shall be a component of this RFQ and should be submitted as a part of this evaluation process. The awarded Contract will be based on the criteria set forth herein to the most qualified firms as indicated below STATEMENT OF WORK.

#### 2.1 STATEMENT OF WORK

The work will primarily be handyperson (Handyman) services on an “as-needed” basis and may also include but is not limited to light carpentry; minor plumbing; installation and repair of drywall; minor electrical; flooring, carpet, tile, and linoleum removal and/or installation; fence installation/repair; minor roof and gutter repair; door repairs, window repairs, siding repairs, screen work, stucco installation repair/replacement, wood deck repairs; graffiti removal; painting; sign installation; and other general handyperson (handyman) type work as needed. For graffiti, remove as much as possible and reinstate the material's original color.

The City reserves the right to award multiple Contractors based on the recommendation of the Selection Evaluation Committee.

The Contractor shall: Furnish all labor, material, and tools to professionally perform (with minimal supervision) any maintenance or repair request related to, but not limited to:

- 2.1.1 Door repairs
- 2.1.2 Window repairs
- 2.1.3 Screening repairs and installation.
- 2.1.4 Drywall repairs
- 2.1.5 Stucco repairs
- 2.1.6 Cabinet and countertop, hardware replacement, installation and or replacement.
- 2.1.7 Carpentry work, wood and metal framing, siding and finish work as needed.
- 2.1.8 Work may also involve minor Ceiling, Electrical, Plumbing, Mechanical, Flooring, Painting, and Roofing repairs.

#### 2.2 BACKGROUND

Interested contractors must submit qualification statements, performance data, and other information relative to the proposed Scope of Services. An Evaluation Committee will evaluate and score the responses. Firms that do not provide the information requested, or fail to meet the minimum qualification criteria, shall be disqualified from further consideration. The issuance of this RFQ does not constitute a commitment to issue a request for bids/proposals, award a contract, or pay any costs incurred in preparing a response to this RFQ.

#### 2.3 PROJECT LOCATIONS

City hall is located at 701 Southwest 71<sup>st</sup> Ave North Lauderdale FL, 33068. The project sites will be located throughout North Lauderdale at various buildings owned by the City

#### 2.4 LICENSES AND CERTIFICATIONS

In order to be considered for pre-qualification, Proposers should meet one of the following Licensing Requirements. **It is NOT required but preferable that the Contractor possess the following licenses with their submittal:**

**STATE OF FLORIDA: Proposer can possess a valid State General Contractor**



License (Unlimited); **or** State Building Contractor License (Residential to 3 Story); **or** State Residential Contractor License (Residential Only); **or** State Roofing Contractor License; and a Qualified Business License in his/her own name and submit a copy with the application.

**OR**

**BROWARD COUNTY:**

**Proposer can possess a valid Broward County General Building Contractor Class “A” License (Unlimited) and must be registered with the State; **or** County General Building Contractor Class “B” License (Residential to 3 Story) and must be registered with the State; **or** County General Building Contractor Class “C” License and must be registered with the State (Residential Only); **or** Broward County Roofing Contractor Class “R” License; and a Qualified Business License in his/her own name and submit a copy with the application.**

**OR**

General Contractor/Building Contractor should submit a copy with the application.

All Occupational licenses must be in effect as required by Florida Statute §205.065.

**2.5 EFFECTIVE TERM**

The contract will be effective for a-three-year (3) term from the date of pre-qualification with up to two (2) two (2) year options for renewal, totaling a maximum of seven (7) years.

**2.6 CONTRACTOR RESPONSIBILITY**

We expect CONTRACTOR to be thoroughly familiar with all specifications and requirements of this RFQ. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFQ. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP.

**2.7 INDEPENDENT CONTRACTOR**

2.7.1 An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City’s employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker’s Compensation Act, and the State Unemployment Insurance law.

2.7.2 The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor’s funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall

not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

## 2.8 FREQUENCY OF SERVICES

Services are "on-call" and frequency is based on the work needed.

## 2.9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances necessary for performing and completing the work requested.

## 2.10 COST ESTIMATES AND BILLING

Contractor will in most cases visit specific work sites for the purpose of providing cost estimates for individual jobs. Contractor will provide the City with a written (emailed) estimate for the work. The estimate will include the cost of labor, materials, or special equipment rentals that are necessary to do the work.

## 2.11 COMMUNICATIONS BETWEEN CITY OF NORTH LAUDERDALE AND CONTRACTOR

It is the intent that all contractual communications be conducted by emails and/or phone calls, with email being the preferred means of record-keeping.

## 2.12 MONTHLY INVOICES WITH PICTURES OF COMPLETED WORK

The contractor will submit an invoice for all work performed. The invoice will include before and after photos from each work site as well as a copy of each disposal receipt that indicates time, date, and location. All disposal costs will be fully reimbursed. Submit monthly invoices to Public Works at [PW@nlauderdale.org](mailto:PW@nlauderdale.org).

The Invoice shall include a break out of the time and materials estimated and the actual time and materials needed to complete the project to illustrate the estimated and actual cost of the work.

## 2.13 WORK HOURS

- Normal work is to occur between approximately 7 a.m. to 6 p.m., Monday to Friday.
- Overtime work is to occur between approximately 7 p.m. to 7 a.m., Monday through Friday and all day Saturday and Sunday including City Holiday's.

## 2.14 CODE COMPLIANCE AND PERMITTING RESPONSIBILITIES

2.14.1 All work must be completed per the latest edition of the building code applicable for the project as well as any state and local laws, ordinances, rules, and regulations.

2.14.2 The contractor shall obtain all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work as specified herein, to be invoiced as a direct reimbursable.

2.14.3 For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the City of North Lauderdale representative before starting the work.

2.14.4 All firewall or floor penetrations shall maintain their respective smoke and/or fire rating.

## 2.15 COMPETENCY QUALIFICATIONS OF RESPONDER

2.15.1 Statements of Qualifications will only be considered from firms which are regularly engaged in the business of providing services as described in this RFQ and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFQ. The City reserves the sole right to determine if a responder can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

2.15.2 The responder shall submit the following information with the Statement of Qualifications. This information, along with any other data the City considers pertinent will be used in determining if the responder is qualified to provide the work specified.

- A. County Business Tax Receipt where the business is located (Should be included with the response).
- B. Business Tax Receipt for the City of North Lauderdale (needed before the agreement is issued).
- C. Copy of State of Florida or County Competency license (Should be included with response).
- D. Response to RFQ: The response is a statement of understanding with regard to the scope of services requested herein to include the following:
  - Brief history of your firm.
  - Brief description of past experience providing similar services.
  - Company functionalities/availability.
  - Industry Specific Licenses / Certifications / Qualifications currently held by your Company.
  - Contact information for the person(s) authorized to contractually bind the firm to include their full name, title, address, telephone number and email address.
  - Attach company brochure/literature if available.
- E. Contractor Application - Contractor is required to complete the Contractor Application in its entirety to include all forms. The completed Application is hereby made a part of and incorporated into the letter if selected.

## 2.16 DISQUALIFICATION OF PROPOSERS

2.16.1 Proposer may be disqualified and his/her proposal(s) rejected for:

- A. Poor performance, default or have been removed from a pre-qualification in the past, in the City's opinion, on previous contracts with the City.
- B. In the City's opinion, poor performance or default on previous contracts with other public entities.
- C. In the City's opinion, insufficient financial or company size to perform the contract requirements.

## 2.17 MINIMUM REQUIREMENTS

2.17.1 Contractors interested in providing services as a part of the Qualified List of must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Contractors should indicate any sub-contractors, if possible, proposed to be utilized in work for City.

- 2.17.2 To be considered for pre-qualification, Proposers must meet all of the following Minimum Qualification Requirements:
- A. All Proposers must provide a minimum of three (3) written references from jobs completed within the past two years.
  - B. All Proposers must provide a copy of current contractor insurance referenced above.
  - C. All Proposers must provide a copy of workers compensation insurance or exemption.

## 2.18 COMMITTEE REVIEW

- 2.18.1 The City Manager will appoint a Selection Evaluation Committee (SEC) to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.
- 2.18.2 The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**
- 2.18.3 The weighted criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the SEC during the short-list and scoring process.
- 2.18.4 The City reserves the right to short-list the number of highest scored firms it deems in the City's best interest. However, in all cases, the weighted scoring criteria for selection contained in this RFP shall be the basis of selection. Short-listed proposals may be selected for an interview/presentation prior to the recommendation of award. The City reserves the right not to require oral presentations if the SEC feels sufficient clarity is provided by the individual written proposals.
- 2.18.5 If the SEC requests the Proposer to provide additional information during this process and request Oral Presentations. All Oral Presentations will be closed to the public and conducted in accordance with the requirements of Florida Statutes 286.0113 "General Exemptions from Public Meetings."
- 2.18.6 After presentations, if so requested, firms will be assigned a final score, with the highest-scored firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of North Lauderdale.
- 2.18.7 The City reserves the right to ask questions, for clarification purposes, of any or all Proposers as part of its evaluation. The Proposer shall be prepared to advise the Committee the manner in which the contractual obligations will be accomplished. In addition, it is highly recommended the Proposer have the appropriate management level staff represent the firm during the presentation phase, if applicable. The designated Project Manager should be available.
- 2.18.8 All Proposers are advised that in the event of receipt of an adequate number of Proposals which, in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms that Proposers are capable of offering to the City.
- 2.18.9 As the best interest of the CITY may require, the right is reserved without prejudice to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.
- 2.18.10 The City reserves the right to enter into contract negotiations with the selected Proposer after City Commission approval. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-scored Proposer. No Proposer shall have any rights against the City arising from such negotiations.



**2.19 METHOD AND CRITERIA**

Proposals will be evaluated in accordance with the weighted criteria listed below:

<b>Points will be assigned to each proposal based on the following weighted criteria:</b>		
<b>#</b>	<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b>1</b>	Compliance with Request for Qualification	<b>(Mandatory)</b>
<b>2</b>	Qualifications of the Contractor	<b>35 points</b>
<b>3</b>	Past Performance and References	<b>30 points</b>
<b>4</b>	Proposed Costs – Hourly Rate*	<b>15 Points</b>
<b>5</b>	Proposed Costs – Material Mark-Up*	<b>15 Points</b>
<b>6</b>	Local Vendor Preference	<b>5 points</b>
<b>7</b>	Oral Presentations (If Applicable)	<b>25 Points</b>

2.191 These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

2.192 The City will assemble an Evaluation and Selection Committee (SEC) comprised of appropriate staff members. The committee shall evaluate the proposals based on the following weighted criteria:

1. **COMPLIANCE WITH REQUEST FOR PROPOSALS REQUIREMENTS (RESPONSIVENESS) [MANDATORY].**  
This refers to the adherence to all conditions and requirements of the Request for Proposals.
2. **QUALIFICATIONS OF THE CONTRACTOR UP TO POINTS 35**
  - i. Clearly demonstrated understanding of the work to be performed.
  - ii. Qualifications of the Contractor and key staff.
  - iii. Experience—types of work done (industrial, commercial, residential) and contracts held.
  - iv. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this Proposal.
  - v. Demonstration of sufficient resources including staffing and equipment
  - vi. Range of Services.
  - vii. Current and projected workload.
  - viii. Skills, Knowledge, Accreditations/Industry affiliations and Licenses.
3. **PAST PERFORMANCE AND REFERENCES UP TO POINTS 30**
  - i. The Firm's experience and its record on engagements of a similar nature, including the ability to maintain in a similar capacity for other units of government or organizations.
  - ii. Capabilities, qualifications, and experience with similar projects.
  - iii. Reference information gathered from other entities regarding the past experience of similar services, and Other areas addressed in the *Statement of Work* herein.
  - iv. Customer Satisfaction References.
  - v. Quality of work.
  - vi. Work completed on schedule.



- vii. Reliability/dependability.
- viii. Previous experience with governmental agencies.
- 4. **PROPOSED COSTS – HOURLY RATE** **UP TO POINTS 15 POINTS**  
Line # 1 in Proposal Schedule
- 5. **PROPOSED COSTS –MATERIAL MARK-UP** **UP TO POINTS 15 POINTS**  
Line # 3 in Proposal Schedule

- i. Offeror’s Hourly Rate and Material Mark-Up in Proposals.
- ii. This refers to the proposed schedule included in the RFP. The City reserves the right to award to more than one vendor if seen in the City’s best interest. **(Please note that price is only one factor for consideration of award).**
- iii. Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

\* Project Cost will be calculated per the following “sample” formula.

Firm A: Proposed Price \$20,000      Percentage = 100% X Weight (30)  
= 20 Points

Firm B: Proposed Price \$25,000      Percentage = 80% X Weight (30)  
= 16 Points

Firm C: Proposed Price \$28,000      Percentage = 71% X Weight (30)  
= 14.2 Points

Firm B’s percentage is  $\$20,000 \div \$25,000 = 80\%$  of maximum points

Firm C’s percentage is  $\$20,000 \div \$28,000 = 71\%$  of maximum points

6. **LOCAL VENDOR PREFERENCE.** **UP TO 5 POINTS**

Definition: A “Local Vendor” is defined as the following:

- a) **LOCAL BROWARD COUNTY VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from Broward County or the City within Broward County where the business resides.
- b) **LOCAL NORTH LAUDERDALE VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from the City of North Lauderdale.

The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location.

**Process:** For bid evaluation purposes, vendors that meet the definition of local Broward County or local North Lauderdale vendor, as defined above, shall be given preference applied to their bids or proposals for commodities, services, and construction. Local North Lauderdale vendors shall be given five percent (5%), and local Broward County vendors shall be given two-point five percent (2.5%).

**MAXIMUM TECHNICAL POINTS 100**

2.193 The weighted criteria provided above is provided to assist the Proposer in the





allocation of their time and efforts during the submission process. The weighted criteria are the framework for evaluation used by the Evaluation Committee during the short-list and final ranking process. The Committee shall be the sole judge as to the number of firms ultimately recommended for award for these continuing services.

2.19.4 In the event a tie in the bid submittal pricing, **for an individual project**, the ranking for the tied vendors will be broken **based on the volume of work previously awarded to each firm by the City**, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms, as outlined in Florida Statute 287.055(4)(b).

2.19.5 **CONTACT WITH PERSONNEL OF THE CITY OF NORTH LAUDERDALE OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

2.20 **ADDITIONAL COMMITTEE REVIEW CONSIDERATIONS**

2.20.1 The following is the list of criteria, procedures, and standards, that may be requested in its evaluation of qualifications from Firms interested in providing the Services, The SEC will consider:

- i The qualifications and credentials of each Firm.
- ii Certification that the Firm is not barred from performing the services by operation of the Florida Public Entity Crimes law.
- iii Statement of complete history of citations, violations (including notices of same) and litigation involving public contract disputes and the ultimate disposition and current status of all of the foregoing. If determined by the SEC, the Firm shall provide a summary of any litigation or arbitration that the Firm, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving:
  - any public entity for any amount, or
  - any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of each case, the outcome or projected outcome and the monetary amounts involved. The City may disqualify any Proposer if it determines in its sole discretion that a Firm is excessively litigious.

The foregoing list is intended to inform interested Firms, before competitive qualifications are sought by the City, of the considerations which will be used to evaluate qualifications submitted by Firms qualified to perform the work.

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## SECTION # III: GENERAL TERMS AND CONDITIONS

### RFQ #: 24-PW-011

## CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this Invitation to Bid or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

### 3.1 BASIC DEFINITIONS

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

**Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.

**Agreement** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

**City** – The City of North Lauderdale, Florida. Also referred to as Owner.

**Contract Documents** – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), Scope of Work, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**Contractor** – the individual or firm who successfully receives the award for work to be completed as defined by this solicitation.

**Defective** – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

**Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement

is signed and delivered by the last of the two parties to sign and deliver.

**End User (EU)** – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

**Project Manager** – The City's authorized project representative.

**Subcontractor** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Supplier** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**Unit Price Work** – Work to be paid for on the basis of unit prices.

**Written Amendment** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work-related aspects of the Contract Documents.

### 3.2 QUALIFICATIONS OF PROPOSERS

No e-bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their e-bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's RFQ response.

If selected for a project, all proposers must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

### 3.3 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposers' observations with the Proposal Documents; and (c) notify the Procurement Representative of all conflicts, errors, and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of and, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### 3.4 INCONSISTENCIES / INQUIRIES

Any seeming inconsistency between different provisions of the plans, specifications, solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the City Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.

### 3.5 NON-COLLUSION

Proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or

employees from any other firm who will be submitting a proposal on the same project.

### 3.6 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.

### 3.7 ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this proposal without the prior written consent of the City. Any award issued pursuant to this proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

### 3.8 EMPLOYEES

Employees of the Responding firm shall always be under its sole direction and not an employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

### 3.9 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.

The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any

potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, nor claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

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

### **3.10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this RFQ, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### **3.11 OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding firm of supplying such product(s) or service as specified.

### **3.12 VENUE**

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

### **3.13 TAX EXEMPTION**

All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption. The City of North Lauderdale is exempt from all Federal, State, and local taxes.

### **3.14 TERMINATION**

**a. DEFAULT:** In addition to all other remedies available to the City, any Agreement resulting from this RFQ shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**b. TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance-based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**c. FUNDING OUT:** This Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.



**3.15 PERFORMANCE**

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

Failure on the part of the submitting firm to comply with the conditions, terms, specifications, and requirements of the RFQ shall be just cause for cancellation of the RFQ award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Responding firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

**3.16 INSURANCE**

Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as outlined in the Special Conditions before beginning work under this RFQ and Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide a certificate the within the solicitation submission all certificates of insurance outlined within this solicitation prior to beginning any work under this Agreement. Responding firm shall indemnify and hold the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

**The City reserves the right to require higher limits depending upon the scope of work under this Solicitation and Agreement that may be outlined below.**

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

**3.17 DEBARMENT AND SUSPENSION**

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract;
2. Conviction under state or federal statutes

of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
6. False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

**3.18 CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS**

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**3.19 MEASUREMENT AND PAYMENT**

Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.

**3.20 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

**3.21 CONTINGENT FEES PROHIBITED**

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or

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firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

### 3.22 GRANT FUNDED PROJECTS

The City of North Lauderdale may use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of North Lauderdale) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires the City of North Lauderdale take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of North Lauderdale) to take the following necessary affirmative steps in its procurement process:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### 3.23 SCRUTINIZED COMPANIES - 287.135 AND 215.473

By submission of this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or

services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Syria

### 3.24 INELIGIBLE CONTRACTORS

A Contractor may be considered ineligible to submit a proposal for this project if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

### 3.25 PROPOSAL PREPARATION EXPENSE

The Proposer preparing a submission in response to this RFQ shall bear all expenses associated with its preparation. The Proposer shall prepare a proposal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

### 3.26 LICENSES

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

All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.

### 3.27 CONTRACTOR QUALIFICATION LETTER OF ACCEPTANCE

Proposers meeting the 70% score requirement will receive a letter of acceptance from the City.

### 3.28 SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its

General Terms and Conditions



best interest.

**3.29 LABOR, SUPERVISION, MATERIALS AND EQUIPMENT**

The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.

**3.30 ENFORCEMENT OF SPECIFICATIONS**

Copies of the specifications shall be placed in the hands of the Director of Public Services, who shall enforce every requirement of the contract. There will be no varying from the specifications.

**3.31 CUSTOMER RELATIONS**

The proposer, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

**3.32 LEGAL REQUIREMENTS**

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement, including the City's Procurement Code. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the Rates paid to the Contractor under the Agreement. By submitting a Proposal in response to this RFQ, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a Proposer discovers any provision in this RFQ that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the City's Purchasing and Contracts Division in writing.

**3.33 CITY'S PROCUREMENT CODE**

This RFQ is governed by the City's Procurement Code.

**3.34 E-VERIFY**

By submission of this proposal, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**Definitions for this Section:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or

other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes,

effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and 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 with the City of North Lauderdale; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**3.35 PUBLIC RECORDS/CUSTODIAN**

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

Keep and maintain public records required by the CITY in order to perform the service;

Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and

following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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.

During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**701 SOUTHWEST 71<sup>st</sup> AVENUE  
NORTH LAUDERDALE, FL 33068**

**(954) 724-7056**

**[CITYCLERK@NLAUDERDALE.O  
RG](mailto:CITYCLERK@NLAUDERDALE.ORG)**





## SECTION # IV PROPOSAL SCHEDULE AND PRICING FORM INFORMATION

### RFQ #: 24-PW-011

#### CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)

Through submission of this RFQ, Proposer hereby declares that they have carefully examined the site of the proposed work, the plans and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the plans & specification, which are made a part thereof at the following prices offered.

#### **Excel Form Instructions**

This solicitation uses an Electronic Price Form in the Microsoft Excel spreadsheet format as an attachment via DemandStar and on the City website.

Complete the Electronic Bid Schedule and Pricing Form by inserting **Vendor's Name, Address, and Contact Information in the appropriate fields.**

The Purchasing Division has designed this form to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the excel form will auto calculate the total automatically. Bidder shall recheck all entries prior to submission to ensure correct calculations. The City of North Lauderdale shall not be responsible for

Once complete, save the file and include in your electronic submission of your proposal on DemandStar or in person at the City of North Lauderdale, City Hall 701 Southwest 71<sup>st</sup> Ave, North Lauderdale, FL 33068 as part of your proposal submittal.

If you need assistance in obtaining or completing the Electronic Proposal Price Form, you may contact the Purchasing Division at (954) 597-4776.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this RFQ.
2. This Proposer will remain subject to acceptance for ninety (90) calendar days after the day of RFQ opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
  - a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.
  - b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Bidder.
  - c. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the Work for the prices shown in the "Proposal Form."
4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



**CITY OF NORTH LAUDERDALE**

**24-PW-011**

**CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)**

**Enter information in the yellow, unlocked cells.**

<b>VENDOR'S NAME:</b>	
<b>VENDOR ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

**THIS ELECTRONIC PROPOSAL PRICE FORM MUST BE SUBMITTED WITH BID  
PRICES SUBMITTED IN ANY OTHER SHALL NOT BE ACCEPTED**

**SAMPLE BID FORM**

LINE ITEM NO.	DESCRIPTION	RATE (\$) OR %	UNIT OF MEASURE	COST / PERCENT
1	Normal work is to occur between approximately 7 a.m. to 6 p.m., Monday to Friday except City Holidays*	Rate (\$)	Cost Per Hour	\$ -
2	Overtime work is to occur between approximately 7 p.m. to 7 a.m., Monday through Friday and all day Saturday and Sunday including City Holiday's	Rate (\$)	Cost Per Hour	\$ -
3	Percentage Markup Over Cost for Parts & Materials*	Percentage %	Percentage Mark-Up	0%
LINE ITEM NO.	DESCRIPTION	RATE (\$) OR %	UNIT OF MEASURE	COST PER HOUR
4	Percent mark-up over Sub-Contractor fees (not to exceed 10%)	Percentage %	Percentage Mark-Up	0%

**Line # 1 and Line # 3 will be used in the calculation formula outlined in this RFQ.**



**SECTION # V SUBMITTAL CHECKLIST  
RFQ #: 24-PW-011**

**CITYWIDE HANDYPERSON MAINTENANCE AND REPAIR (HANDYMAN)**

The following forms should be completed with your submission. Failure to complete these forms may render your package unresponsive.

- EXHIBIT A - CONTRACTOR APPLICATION**
- VENDOR CONTACT SUMMARY**
- ADDENDA ACKNOWLEDGEMENT**
- CLIENT REFERENCES**
- REFERENCE CHECK SURVEY (TO BE COMPLETED BY COMPANY FIRM WORKED FOR IN THE PAST**
- QUALIFICATION STATEMENT (4 PAGES)**
- PUBLIC ENTITY CRIMES (3 PAGES)**
- NON-COLLUSIVE AFFIDAVIT (2 PAGES)**
- OFFEROR'S CERTIFICATION**
- SCRUTINIZED COMPANIES REQUIREMENT**
- VENDOR DRUG-FREE WORKPLACE**
- ANY LICENCES REQUIRED BY THE SCOPE OF WORK**
- E-VERIFY REQUIREMENT**
- CURRENT CONTRACTOR INSURANCE (WORKERS COMPENSATION INSURANCE OR STATE EXEMPTION)**



## EXHIBIT "A - CONTRACTOR APPLICATION

### TO BE COMPLETED AND SUBMITTED WITH RESPONSE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of North Lauderdale  
Purchasing and Contracts Manager  
701 SW 71<sup>st</sup> Ave  
  
North Lauderdale FL, 33068

Check One

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

Corporation

Name: \_\_\_\_\_

Partnership

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

Individual

City, State, Zip \_\_\_\_\_

Other

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

IRS ID (EIN) # \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

2. If Offeror is a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice President's name: \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

Name and address of Resident Agent: \_\_\_\_\_



If Proposer is an individual or a partnership, answer the following:

Date of organization: \_\_\_\_\_

Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State whether general or limited partnership: \_\_\_\_\_

- 3. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

- 5. How many years has your organization been in business under its present business name?

\_\_\_\_\_  
Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. Do you have any additional licenses? Specify trade and license number.

Trade \_\_\_\_\_

License # \_\_\_\_\_

Trade \_\_\_\_\_

License # \_\_\_\_\_

- 8. Do you have a complete set of RFQ documents, including addenda?

YES  NO



9. Did you attend the Pre-Proposal Conference if any such conference was held?

YES  NO

10. Has your organization operated under any other name?  YES  NO

If yes, list name(s): \_\_\_\_\_

11. How many employees do you have? \_\_\_\_\_

12. Within the last 5 years, have you, any Officer or Partner of your organization ever been an Officer or Partner of another organization when it failed to complete a construction contract?

YES  NO

If yes, provide the details. Please use separate sheet if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Have you, or any Officer, ever failed to complete any work awarded to you? If so, state when, where and why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Have you or any person of your company ever been suspended, removed, terminated or denied participation in any federal/state/county/local funded contract or any construction project?

YES  NO

If yes, provide the details. Please use a separate sheet if necessary.

\_\_\_\_\_  
\_\_\_\_\_

15. Have you or any Officer/Partner of your company ever filed for Bankruptcy?

YES  NO

If yes, please provide date of dismissal. \_\_\_\_\_

16. Do you or any Officer of your Company have any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years.

If yes, provide the details. Please use a separate sheet if necessary.

\_\_\_\_\_



17. Have you ever performed any residential work for the City of North Lauderdale's housing repair programs?

18. Have you ever performed any residential work for the City, State, or any Government Office?

YES  NO

List the City, State or Government Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed and to which you refer.

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

20. List below any Contracts currently underway:

Client Name	Phone or e-mail	Address	Job Date	Amount (\$)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

21. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. State the name of the individual who will have personal supervision of the work:

\_\_\_\_\_

23. State the name and address of attorney, if any, for the business of the Offeror:



24. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

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25. State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:

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26. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary). Is your firm financially viable to complete the entire project with its associated costs before receiving payment at after completion of the project? (up to \$30,000 per project awarded)

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27. Are you or any employee or Officer related to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of North Lauderdale?  
 YES       NO

If yes, please disclose your relationship:

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28. Is your Firm One of the Following:

Minority Owned Business (MBE)  YES     NO

An MBE is defined as a business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

Woman Owned Business (WBE)  YES     NO

A WBE is defined as a business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of these owners.





**SAMPLE CONTRACT**  
BETWEEN THE CITY OF NORTH LAUDERDALE  
AND

**VENDOR NAME**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**CITY OF NORTH LAUDERDALE**, a municipal corporation of the State of Florida with a business address of **701 SW 71<sup>ST</sup> AVENUE, NORTH LAUDERDALE, FLORIDA 33068** (hereinafter referred to as the "CITY") and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1 PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to Contractors of the CITY's desire to hire a firm to provide \_\_\_\_\_ as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFQ # \_\_\_\_\_**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the Purchasing Division.

1.3 On \_\_\_\_\_, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

**ARTICLE 2 SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for \_\_\_\_\_, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, \_\_\_\_\_, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's



- response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.
- 2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.
- 2.5 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of CITY.

### ARTICLE 3 TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the maintenance services associated with the services as identified in Exhibit "A" attached hereto and made part hereof, for an initial \_\_\_\_\_ (\_\_\_\_\_) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
- 3.2 This Agreement may be renewed for \_\_\_\_\_ (\_\_\_\_\_) additional \_\_\_\_\_ (\_\_\_\_\_) year term upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.
- 3.3 Termination for Convenience: This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.
- 3.4 Default by CONTRACTOR: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

### ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

- 4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by



CONTRACTOR pursuant to the provisions of this Agreement.

- 4.2 CONTRACTOR shall provide \_\_\_\_\_ as outlined in Exhibit "B" and bill the City as follows:

LINE ITEM NO.	DESCRIPTION	RATE (\$) OR %	UNIT OF MEASURE	COST / PERCENT
1	Normal work is to occur between approximately 7 a.m. to 6 p.m., Monday to Thursday except City Holiday's*	Rate (\$)	Cost Per Hour	\$
2	Overtime work is to occur between approximately 6 p.m. to 7 a.m., Friday to Sunday including City Holiday's.	Rate (\$)	Cost Per Hour	\$
3	Percentage Markup Over Cost for Parts & Materials*	Percentage %	Percentage Mark-Up	___%
LINE ITEM NO.	DESCRIPTION	RATE (\$) OR %	UNIT OF MEASURE	COST PER HOUR
4	Percent mark-up over Sub-Contractor fees (not to exceed 10%)	Percentage %	Percentage Mark-Up	___%

- 4.3 The CITY shall within thirty (30) days, from the date the City's Public Public Works & Utilities Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Works & Utilities Director or their assignees.
- 4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.5 Payment will be made to CONTRACTOR at:
- «Vendor\_Name»  
 Attn: «Vendor\_Contact\_Title»  
 «Vendor\_Address\_Line\_1»  
 «Vendor\_Address\_Line\_2»

**ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

- 5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.



- 5.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

#### **ARTICLE 6 INDEMNIFICATION**

- 6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omission, or negligent acts of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.
- 6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.
- 6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.
- 6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

#### **ARTICLE 7 INSURANCE**

- 7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 7.2 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 Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with



the CITY's Risk Manager prior to the commencement of this Contract. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A-" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written Contract from its agent to provide the CITY thirty (30) days' notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Contract are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Contract unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 **REQUIRED INSURANCE.**

7.6.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each occurrence, **\$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds

7.6.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Consultants endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13



Additional Insured – Owners, Lessees, or Consultants – Completed Operations shall be required to provide back coverage for the Consultant’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read “City of North Lauderdale.”

7.6.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

7.6.6 Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant’s insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

City of North Lauderdale  
Attn: Risk  
City of North Lauderdale  
701 SW 71st Ave  
North Lauderdale, FL 33068

7.6.7 Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.9.6.4

7.6.8 Umbrella/Excess Liability Insurance in the amount of \$2,000,000, as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer’s Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Contract. The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

## 7.7 REQUIRED ENDORSEMENTS.



- 7.7.1 The City of North Lauderdale shall be named as an Additional Insured on each of the General Liability policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 7.9 Any insurance required of the CONTRACTOR pursuant to this Contract must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Contract.
- 7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.
- 7.11 The insurance requirements specified in this Contract are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Contract.

#### **ARTICLE 8 INDEPENDENT CONTRACTOR**

- 8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein.
- 8.2 The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.



## ARTICLE 9 VENUE

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

## ARTICLE 10 PUBLIC RECORDS

- 10.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:
- 10.1.1 Keep and maintain public records required by the CITY to perform the service;
  - 10.1.2 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, or as otherwise provided by law;
  - 10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
  - 10.1.4 Upon completion of this Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.
- 10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK**

**701 SOUTHWEST 71<sup>ST</sup> AVENUE  
NORTH LAUDERDALE, FL 33068  
(954) 724-7056**

**[CITYCLERK@NLAUDERDALE.ORG](mailto:CITYCLERK@NLAUDERDALE.ORG)**

## ARTICLE 11 - MISCELLANEOUS

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

11.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all SUB-CONTRACTORS to keep records and accounts as may be necessary in order to record





complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

**CITY:** Michael Sargis, City Manager  
City of North Lauderdale  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068  
Telephone No.: (954) 722-0900

**COPY TO:** Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

**CONTRACTOR:** \_\_\_\_\_

FIN/EIN:  
Contact:



Telephone No.

Email:

11.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.13 **Scrutinized Companies.** By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, both CONTRACTOR and NORTH LAUDERDALE each certify that neither CONTRACTOR or NORTH LAUDERDALE are not participating in a boycott of Israel. CONTRACTOR and NORTH LAUDERDALE further certify that CONTRACTOR or NORTH LAUDERDALE are not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List, or has CONTRACTOR or NORTH LAUDERDALE been engaged in business operations in Syria. Subject to limited exceptions provided in state law, CONTRACTOR or NORTH LAUDERDALE will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The aggrieved party shall provide notice, in writing, to other party of the aggrieved party's determination concerning the false certification. Offending Party shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the offending Party shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the offending Party does not demonstrate that the other aggrieved Party's determination of false certification was made in error then the aggrieved Party shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11.14 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of



this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.15 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

11.16 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.17 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules regulations and requirements of all local CITY, state, and federal agencies as applicable.

11.18 **Bankruptcy.** It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

11.19 **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11.20 **Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.20.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

11.21 **Non-Discrimination & Equal Opportunity Employment.** During the performance of this Agreement, the CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services. The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a bases for service delivery.

11.22 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.22.1 **Definitions for this Section:**

11.22.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to



such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

11.22.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.22.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**11.22.1.2 Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security' s E-Verify System to verify the employment eligibility of:

11.22.1.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

11.22.1.2.2 All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and 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 with the City of North Lauderdale; and

11.22.1.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**ATTEST:**

**CITY OF NORTH LAUDERDALE, FL:**

\_\_\_\_\_  
ELIZABETH GARCIA-BECKFORD  
CITY CLERK

\_\_\_\_\_  
MICHAEL SARGIS, CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
DATE

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF MANAGER

\_\_\_\_\_  
TYPE/PRINT NAME OF MANAGER

\_\_\_\_\_  
(CORPORATE SEAL)

\_\_\_\_\_  
DATE



### CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or

Stamped)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number, if any

