



City of North Lauderdale  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33068  
954-722-0900

## **REQUEST OF QUALIFICATIONS (RFQ)**

## **AQUATIC AND LIFEGUARD SERVICES**

**RFQ #21-01-403**

Advertisement Dates: January 17, 2021 & January 24, 2021



## REQUEST FOR QUALIFICATIONS (RFQ)

E-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)

RFQ NUMBER:	21-01-403
RFQ TITLE:	AQUATIC AND LIFEGUARD SERVICES
RELEASE DATES/TIME:	MONDAY, JANUARY 25, 2021 BY 12:00 PM EST
NON-MANDATORY PRE-BID MEETING:	TUESDAY, FEBRUARY 9, 2021 @ 10:00 AM EST
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	TUESDAY, FEBRUARY 16, 2021 @ 2:00 PM EST
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	TUESDAY, FEBRUARY 23, 2021 @ 11:00 AM EST
<b>RFQ REPOSE DUE DATE/TIME:</b>	<b>THURSDAY, MARCH 4, 2021 @ 10:00 AM EST</b>
SELECTION COMMITTEE MEETING:	TUESDAY, MARCH 16, 2021 @ 10:00 AM EST
RECOMMENDATION FOR AWARD:	TUESDAY, MARCH 30, 2021 @ 6:00 PM EST
DIRECT ALL INQUIRES TO:	Danielle Cancel Purchasing Coordinator Email: <a href="mailto:dkcancel@nlauderdale.org">dkcancel@nlauderdale.org</a>
E-BID OPENING LOCATION:	City of North Lauderdale 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 Bidder due to such amendment. Bidders may not rely on dates after Due Date and Time until confirmed by the City.**

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City of North Lauderdale, in accordance with the requirements as stated in C.F.R. 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.

**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.

The City of North Lauderdale reserves the right to reject any or all e-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. The City anticipates entering into a written contract with the proposer who submits the bid judged by the City to be the most beneficial, responsible, and most responsive proposer.



Late bids will not be considered. **The DemandStar time stamp 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.

It is the intent and purpose of the City of North Lauderdale to promote competitive proposing. **All communication regarding this solicitation shall be submitted in writing to the contact listed above.**

**CONE OF SILENCE NOTICE:** Bidders 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), bid 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:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
2. 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 that ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, 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. When a cone of silence is terminated, public notice of the termination shall be posted.



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## **1. INTRODUCTION**

The City of North Lauderdale is seeking to engage qualified contractors to submit qualifications to fully operate the Jerry Resnick Aquatic Center's various programs throughout the swimming season at various times of the day.

## **2. SCOPE OF WORK**

The City of North Lauderdale is seeking to engage qualified contractors to submit qualifications to fully operate the Jerry Resnick Aquatic Center with the following programs and positions:

Manager and Assistant Manager on Site 40hrs week  
November thru February

Open for Swim Central Swim Lessons during school year  
Monday thru Friday - 10am to 1pm

Open for Year Around Swim Team  
Monday thru Friday from 5:30pm to 7pm

Open for Senior Water Aerobics  
Monday and Wednesday – 9am to 10am

March thru last day of School  
Monday thru Friday 2pm to 5pm  
Saturday and Sunday Noon to 5pm

Summer Break in accordance with Broward County School Board Calendar  
Monday thru Friday 10am to 5pm – Swim Lessons offered before opening and after closing along with Swim Team

Saturday and Sunday  
10:00am to 5:00pm

First Day of School to October 31st  
Monday thru Friday 2pm to 5pm  
Saturday and Sunday Noon to 5pm

The City reserves the right to add or remove locations based on constraints, or to change the configuration at a specific location if it is in the best interest of the City or due to permitting requirements of other governmental agencies.



### **3. NON-MANDATORY PRE-BID MEETING**

The City of North Lauderdale will be conducting “virtual” city commission and other regularly scheduled public meetings, as provided by law, utilizing Communications Media Technology (CMT), in accordance with Ch. 286, F.S., and the City of North Lauderdale Ordinance # 20-11-1413, authorizing the City Commission to arrange for Public Meetings by use of CMT and for attendance by use of such technology by elected and appointed officials during a declared public health emergency. The conducting of virtual meetings is subject to potential change or modification and reversion to non-virtual, in-person public meetings, dependent upon Executive Orders of the Governor. The City Hall building is closed to the public.

A Non-Mandatory Pre-Bid Virtual Meeting will be held on **Tuesday, February 9, 2021 @ 10:00 AM EST**. All interested Contractors may connect by using Cisco WebEx subscription at the link provided. This link will be provided once you have completed the registration process below.

**Pre-registration required:** All Contractors wishing to attend the meeting virtually must email Danielle Cancel at [dkcancel@nlauderdale.org](mailto:dkcancel@nlauderdale.org) no later than **5:00 pm EST, Thursday, February 4, 2021** to be provided a link to the meeting for the Q&A portion of the discussion.

Public access to view the virtual meeting via live stream can be accomplished as follows:  
[https://www.nlauderdale.org/quick\\_links/meetings\\_and\\_minutes/2020\\_meetings.php](https://www.nlauderdale.org/quick_links/meetings_and_minutes/2020_meetings.php)

### **4. QUESTIONS AND ADDENDA**

It is the Contractor’s responsibility to submit written questions or request clarification for items included in this solicitation, via email to the contact person listed on Page 2, by **Tuesday, February 23, 2021 @ 11:00 AM EST**. All questions and/or request for clarification will be reviewed by the City, and answered in the form of an addendum, which will be released via the [www.DemandStar.com](http://www.DemandStar.com) and the City’s website. Acknowledgement of Addenda is required. Any addenda or answers to written questions supplied by the City to participating firms become part of this solicitation and the resulting contract. Failure to complete the “Addenda Acknowledgement” form herein may result in your bid submission being deemed non-responsive.



## **5. MINIMUM REQUIREMENTS**

- 5.0 Employees of the Firm shall at all times be under its sole direction and shall not be considered to be employees or agents of the City. The Firm shall supply competent employees. The City may require the Firm to remove an employee the City deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the City, and without any increase in Contract Price. The Firm shall be responsible to the City for the acts and omissions of all its employees working under the Firm's direction, whether or not the actions taken go beyond the normal scope of employment.
- 5.1 The on-site manager for the Firm and its team must have, AT A MINIMUM, the following expertise, certification or proven capabilities:
- 5.1.0 Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification for a time period of a minimum of 5 years.
  - 5.1.1 Experience in the planning, organizing, and running of USA Swimming sanctioned competitions or similar programs.
  - 5.1.2 Lifeguard Instructor certification from a nationally recognized agency.
  - 5.1.3 Swim Instructor trainer certification from a recognized agency.
  - 5.1.4 Proficiency with computers, database software and other necessary software.
  - 5.1.5 Experience in successfully implementing an aquatic risk management system that includes at a minimum the following: facility operations audits, lifeguard performance audits and vigilance awareness validation.
  - 5.1.6 Evidence of knowledge of current aquatic industry standards of care related to water chemistry and disease prevention procedures as follows: Lifeguard best practice; use of emergency adjunct equipment (such as but not limited to emergency oxygen, automated external defibrillator, etc.); Risk Management best practices; Community based programming; Competitive swimming and event management.
  - 5.1.7 All employees are required to have and produce evidence to the City of First Aid and CPR Certification. Instructors providing lessons are required to have Life Guard and Water Safety Instructors (WSI) Certification, or the equivalent, as well as training or certification in adaptive aquatics for the disabled.
  - 5.1.8 All employees must be expected to perform their duties in a professional, service-oriented manner. Adherence to quality standards will be required.
  - 5.1.9 Adequate personnel will be on duty at the facility daily or as directed by the City to assure safety and good service.



## **6. FIRM QUALIFICATION AND SELECTION PROCESS**

6.1 The City will first conduct a qualification and selection process in connection with its proposed award of a contract to a Firm. However, the City reserves the right, at any time, to discontinue the selection process, to stop negotiations, to abandon the RFQ process or to undertake the Services itself, should it so decide. The City shall not be responsible for any bid costs incurred by anyone, at any time.

The City is seeking a contract with the following experience operating and managing a pool of a minimum similar size, and use as the Jerry Resnick Aquatic Center.

1. At least 15 years of experience in the management and operation of commercial/public swimming pools
2. Have a staff management team located within Broward County for immediate assistance and within the State of Florida for long term assistance within an 8hr response.
3. Ability to have staff within Broward County that can be shared as needed in the event of a staffing emergency.

## **7. COMMITTEE REVIEW**

7.1 To begin the Firm selection process, the City will appoint at least three (3) persons to evaluate the qualifications of all interested Firms. That evaluation will be made by such persons, who will be appointed by the City Manager to act as a Selection Committee ("Committee") on behalf of the Commission City. The evaluation by the Committee shall consist of the ultimate identification, selection and recommended ranking of Firms determined by the Committee to be the most qualified to perform the services, based upon a review of all of the interested Firms' professional qualifications, their availability to meet both the City's needs and its scheduling requirements and an analysis of the past work of each Firm (including partners, members or both). Such evaluation shall consider the Qualifications Criteria described below:

- 7.1.1 Evidence that the Firm is a Firm which is a partnership, corporation or other legal entity, that is registered to do business in Florida with the Florida Secretary of State and is certified under Florida law to provide the required services.
- 7.1.2 A letter expressing the interest of the Firm in performing the work.
- 7.1.3 A Statement of Qualifications, to include copies of résumés, professional and business licenses, letters of reference, and any other information deemed pertinent by the Firm relating to its particular qualifications to perform the services.
- 7.1.4 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to perform the services, including the length of tenure of such personnel with the Firm.





- 7.1.5 A statement or verifiable report of reputation, experience and past performance of the Firm with respect to providing similar services in Florida. The Firm shall have a minimum of five (5) years of successful experience in providing aquatic/lifeguard services to other local governmental entities in Florida. A summary of all of the most recently awarded and serviced comparable contracts, for the past five (5) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and identify contact/reference persons with telephone numbers and e-mail addresses. The Firm shall provide references of public agencies presently being served by the Firm with similar services to those being sought by this RFQ.
- 7.1.6 Financial Stability: The Firm shall demonstrate financial stability. Firm shall provide a statement of its financial stability, including information as to current or prior bankruptcy proceedings. Bids shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include at a minimum, a balance sheet, an income statement and statement of cash flows.
- 7.1.7 Financial Statement: The Firm shall include a copy of its latest audited financial statements. If the Firm is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Firm does not have audited financial statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.
- 7.1.8 Statement regarding recent, current and anticipated future workload of the Firm, including an assessment of the effect of same upon providing the services.
- 7.1.9 Location(s) of the Firm's headquarters and offices.
- 7.1.10 Description of the size of the Firm.
- 7.1.11 Description of length of time the Firm has been in business.
- 7.1.12 Identification of principals and the place of residence of each of the principals of the Firm.



7.2 The Committee will also evaluate the qualifications based on the criteria, procedures, and standards set forth in the list identified below. The Committee will then select and rank the top three (3) Firms which present the qualifications deemed to be the most advantageous to the City. The Committee will transmit its recommendations to the City Commission and the Commission may direct that an Agreement be negotiated with the successful Firm. If the City and the successful Firm are unable to agree upon and proceed with the negotiation and execution between them of an Agreement, the Commission may then select the next most qualified Firm and the parties shall proceed to negotiate and execute an Agreement. This process may be repeated until one of the Firms ranked and recommended to the Commission by the Committee is selected. The City reserves the absolute right to terminate the selection process at any time and to revise City procedures, subject to the requirements of applicable law.

<b>Criteria</b>	<b>Max Points</b>	<b>Member Score</b>
Experience and Ability (35 points)	35	
Operational Plan (25 points):	25	
Previous Experience (25 points):	25	
Financial Capability (10 points):	10	
Local Vendor Preference (5 points):	5	
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>	

## **8. COMMITTEE REVIEW CONSIDERATIONS**

8.1 The following is the list of criteria, procedures and standards, which the Committee, in its evaluation of qualifications from Firms interested in providing the Services, will consider:

8.1.1 The qualifications and credentials of each Firm.

8.1.2 Certification that the Firm is not barred from performing the services by operation of the Florida Public Entity Crimes law (a copy of the form is attached as REQUIRED FORMS, which is part of and is incorporated into this RFQ by this reference).



8.1.3 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. 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:

- a) any public entity for any amount, or
- b) 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.

## **9. RESPONSIBILITIES**

- 9.1 The City shall maintain and repair the equipment as part of the Agreement at its expense. All repairs and replacements of equipment needed to continue the operation of the Aquatic Center and the pool and to maintain health and safety standards shall be reported to the City by the Firm. The City will be responsible for the maintenance and replacement of the building structures, utilities, and surrounding areas including shrubbery, except policing for trash, waste, garbage, and other debris while the facility and pool are opened, which is a Firm obligation.
- 9.2 City shall be responsible for the care and repair of the Aquatic Center and the pool. The Firm shall be held accountable for those losses and damages to buildings and City owned property due to theft or abuse during the hours of operation of the facilities. The Firm shall take affirmative action to prevent losses and damage to City owned property during hours of operation.
- 9.3 Damaged or malfunctioning equipment shall be reported immediately to the Parks and Recreation Director and confirmed in writing. If not reported, Firm shall be responsible for damages.
- 9.4 The highest standards of safety, hospitality, courtesy and instructional excellence are required. The facilities shall be managed so that the needs and desires of "open swimmers and swimming teams" are recognized and accommodated. The Firm must recognize the City's objective of making the facilities as self-supporting as possible and requires that the Firm aggressively market the facilities, and assure that operations conform to the highest professional business management standards.
- 9.5 It is emphasized that the City requires the Firm to assure that the physical plants, particularly the mechanical systems, are maintained to a high standard. Emphasis must be placed on a carefully designed preventive maintenance program which will extend system life, save "down stream cost" and assure operational reliability. To accomplish this, the Firm shall monitor the mechanical systems and provide due diligence in notifying the City of any potential problems.



- 9.6 Recruit, hire, train, schedule and supervise lifeguards and head lifeguards/duty managers. The Firm shall provide for criminal backgrounds checks for reference and for criminal behavior, including sexual offender checks.
- 9.7 Develop and implement Parks and Recreation Director approved operating policy and procedure. Operating policies will be consistent with public ownership and the public's interest in the facilities.
- 9.8 Develop and implement emergency action plans (approved by Parks and Recreation Director) for all possible emergencies for procedures for heightened security alerts and hurricane preparedness.
- 9.9 Develop and implement water quality and pump room maintenance plans.
- 9.10 Develop and implement an in-service training program as guidelines of a nationally certified program.
- 9.11 Develop and implement an aquatic risk management system.
- 9.12 Notify the Parks and Recreation Director of necessary repairs/maintenance concerns and assist in coordinating and contracting work.
- 9.13 Develop and monitor users' group schedules and lane assignments to maximize pool use and income.
- 9.14 Consult with the City's Parks and Recreation Director regarding preparation of annual operation budget and capital repairs.
- 9.15 Develop and implement a marketing and promotion plan in partnership with the Parks and Recreation Department.
- 9.16 Assume all risk and liability for the operation and management of the swimming pools (excluding parking lot and areas outside swimming facilities).
- 9.17 Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the pools.
- 9.18 Maintain tests and records as required by the State of Florida, Broward County, and the City of North Lauderdale and meet all applicable requirements.
- 9.19 Maintain any additional records as reasonably required by the City.
- 9.20 The Firm will retain a written record of all problem situations (such as mechanical, structural, or in regards to staffing issues) as well as any incidents, or claims or both, that are brought to its attention and steps taken to rectify each problem. The City will be provided a copy of this log to review at weekly (at a minimum) intervals. The City will be given a copy of any background documentation and records related to incidents and claims information for the facilities at least quarterly.
- 9.21 Provide staffing of the required lifeguards, instructors, lesson coordinators, marketing and any other employees who are required and necessary to operate the Facilities.



- 9.22 In conjunction with the Parks and Recreation Department, determine rental contract conditions and requirements and assure that user groups follow all safety practices.
- 9.23 The Firm, at its own expense, shall provide all personnel necessary to perform the services of the Contract, none of whom shall be employees of, nor have any contractual relationship with the City. All of the services will be performed by the Firm under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform such services.
- 9.24 Assist in establishing the fee structure for the facilities and recommend changes, if any.
- 9.25 The Firm will establish a Drug-Free Workplace by requiring drug screening of all employees and allow for drug testing, all as consistent with applicable laws. Drug testing will be at the expense of the Firm, and shall be administered in accordance with applicable Florida State Statutes.
- 9.26 No physical improvements or changes to the facilities will be allowed without written authorization from the City.

The City shall be responsible for obtaining and paying the cost of all necessary permits and licenses required by applicable laws, rules and regulations necessary for the operation of the facilities. However, the Firm shall not be responsible for obtaining a use permit.

The Firm shall meet all health and safety standards and regulations set forth by state of Florida, the Broward County Health Department and the City. The facilities will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Firm. The Firm shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by Broward County Health Department, the City and the operations shall be in accordance with all rules and regulations of the Health Department of the state of Florida.

In addition, the Firm will also be required to participate in a complete aquatic review program as provided by a proven nationally recognized program. Firm shall provide information regarding such programs with their bids. The cost to participate in such programs shall be borne by the Firm.

Firm shall be responsible for the purchasing of items necessary in the daily operation of the facilities. These items include, but are not limited to pool cleaning equipment, pool chemicals, minor repair parts and service for pool equipment.



## 10. SPECIFICATIONS

The scope of services includes all items listed below:

- a) Stock and supply all uniforms
- b) Complete a daily documented (written) safety check of Aquatic Center and the pool
- c) Check and test all safety equipment.
- d) Develop, implement and supervise a swim instruction program for all ages and abilities, including those with special needs. Swim program must meet Broward County Swim Central Criteria.
- e) Develop, implement and supervise a water aerobics program for varied ability levels.
- f) Develop, implement and supervise aquatics activity program and special events for the community and community groups.
- g) Manage customer service complaints and inquiries according to City protocols.
- h) Provide set-up and take-down for special events, including swim meets.
- i) Provide on-site or on-call management staff during special events as directed by City.
- j) Provide on-site or on-call management staff for after-hours emergency.
- k) Maintain equipment and supplies.
- l) Maintain cleanliness of all areas of the facility, including locker rooms, restroom, lobbies, offices, pool decks, and storage areas during operational hours.
- m) Supply and insure adequate inventory of first-aid kits adequate to the size and operation of the facilities.
- n) Maintain and operate the filter equipment in accordance with the Broward County Health Department requirements.
- o) Vacuum pools. Pool and water activity area must be vacuumed daily. Pool and water activity area must be vacuumed before the public enters. This includes the times before the public enters for swimming lessons.
- p) Backwash the filter systems as required by manufacturer.
- q) Work with the City in handling complaints users may have, reporting all complaints to the Parks and Recreation Director in a timely manner.
- r) Contractor must clean the air and lint strainers on all pumps and associated filtering devices. This process should be done as needed or when managers and City personnel notice a reduction in water flow.
- s) Maintain the swimming pools and related mechanical systems in accordance with recommended guidelines. The Aquatics Center Manager supplied by the Firm will be responsible for routine cleaning, maintenance and water quality.
- t) The Firm shall provide operator maintenance of pool and water activity areas and equipment that are a part of this Contract. At least twice per year, the Firm shall provide operator maintenance of pool and water activity areas and equipment that are a part of this Contract. At least twice per year, the Firm will inventory and report on the general condition of equipment. Notwithstanding this or any other provision of this RFP, nothing shall prevent the City from the right to inspect pools, buildings, fixtures, improvements, furnishings, machinery or equipment at any time.



## **11. AGREEMENT TERM AND RENEWALS**

The purpose of this Solicitation is to establish a Contract for the City, for the Services as specified herein, from an entity that will provide prompt and efficient service. Specifically, the purpose is to select a Aquatic and Lifeguard Services for the City.

The Contract resulting from this Solicitation shall Commence October 1, 2021 and shall remain in effect for a period of five (5) years. The rates offered by the Proposer in their proposal for the first three (3) year period shall remain constant.

The City reserves the right to renew the contract for two (2) additional one (1) year periods. The option for renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the City Commission. All terms, conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing.

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

## **12. CONTRACT BUDGET**

The budget for this project shall be determined once awarded to the most responsible bidder or to the bid(s) that is in the best interest of the city.

## **13. INSURANCE**

Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation. 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.



Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes    No  
X    \_\_\_    Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
  - a. Each occurrence                    \$2,000,000
  - b. Annual aggregate                    \$2,000,000
  
- B. Property Damage:
  - a. Each occurrence                    \$1,000,000
  - b. Annual aggregate                    \$1,000,000
  
- C. Personal Injury:
  - a. Annual aggregate                    \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**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.**

Yes    No  
X    \_\_\_    Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Responder shall require the subconsultants similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Responder. Coverage for the Responder and all subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B    \$1,000,000 Each Accident  
                                                  \$100,000 – Each occurrence  
                                                  \$500,000 Disease – Annual aggregate  
                                                  \$100,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide City proof of such exemption along with a written request for City to exempt Responder, written on Responder's letterhead.





Yes    No  
 \_\_\_\_\_  Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. 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 this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes    No  
 \_\_\_\_\_ 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

Yes    No  
 \_\_\_\_\_ If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

**14. GENERAL CONDITIONS**

The following instructions are given for the purpose of guiding proposers in properly preparing their bids. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

**1. QUALIFICATIONS OF BIDDERS**

No 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 bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's ITB 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.

**2. PERSONAL INVESTIGATION**

Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract. Pre-bid meetings will be held virtually on Tuesday, August 18, 2020 at 10:00am. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole



responsibility to determine the amount of labor and materials needed to complete all aspects of the project. If the pre-bid meeting is deemed mandatory and a bidder does not attend the mandatory pre-bid meeting, the bid will not be considered.

### **3. CONE OF SILENCE**

“Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and

The City Commission, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, “vendor’s representative” means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

### **4. INCONSISTENCIES**

Any seeming inconsistency between different provisions of the plans, specifications, bid or agreement, or any point requiring explanation must be inquired into by the proposer, in writing to the Purchasing Coordinator, at least five (5) days prior to the time set for the opening bids but no later than the date specified in this bid for acceptance of questions. After bids are opened, the proposers shall abide by the decision of the City as to such interpretation.

### **5. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any proposer. Prospective proposers must request from the Purchasing Coordinator such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of bids but no later than the date specified in this bid for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail and posted on the City website and DemandStar.com not later than (3) days prior to the date fixed for the opening of bids. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda and completed the “Addendum Acknowledgment Form” before submitting his bid.

### **6. LEGAL CONDITIONS**

Bidders 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.

### **7. FORM OF BID BONDS**

Each bid bond and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms will be deemed as non-responsive. The bid bond forms must be enclosed in a sealed envelope when submitted to the City Hall –



Purchasing Division, 2nd Floor, City of North Lauderdale, Florida. The name of the proposer and the bid number must clearly show on the outside of the sealed envelope and a statement as to its contents. The bid bond 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 bid bond.

#### **8. FILLING IN BIDS**

All prices must be written on the specific form(s) provided. All bids must fully cover all items for which bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the proposer shall state that the bid is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.

#### **9. NON-COLLUSION**

A 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 bid or of any other proposer, or to fix any overhead profit, or cost elements of the bid 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 bid on the same project.

#### **10. CAUSES FOR REJECTION**

No bid will be canvassed, considered, or accepted which, in the opinion of the City is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the bid informal.

#### **11. REJECTION OF BIDS**

The City reserves the right to reject any bid 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 bids will be rejected if there is reason to believe that collusion exists among proposers. A bid 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 bids, to waive such technical errors; to waive informalities or irregularities in any bid received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.

#### **12. WITHDRAWALS**

Any proposer may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be e-submitted. Such request for withdrawal must be initiated and completed on DemandStar. If you need assistance with a DemandStar e-bid withdrawal, please call (206) 940-0305 or email [support@demandstar.com](mailto:support@demandstar.com). After the expiration of the period for receiving bids, no bid can be withdrawn, modified, or explained.

#### **13. LICENSES AND PERMITS**

Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Bidder shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances.



The Bidder must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Bidder's expense.

#### **14. LICENSE OF BIDDERS**

All proposers must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by the Contract, where applicable.

#### **15. LICENSE FOR TRADES**

Bidder(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Bidder may be required to provide proof of licensing prior to being pre-qualified under the Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.

#### **16. CONTRACT/AGREEMENT**

The proposer to whom award is made shall execute a written contract to provide the service and maintain the same in good repair until final acceptance by the proper authorities within ten (10) days after receiving such contract for execution. If the proposer to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest proposer who is reliable and responsible in the opinion of the City. Such proposer shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

#### **17. INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, 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.

#### **18. HOURS OF WORK/DELIVERY**

All deliveries will be performed between the hours of 7:00 AM to 5:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager or authorized individual. Under no circumstance will work be performed on a Sunday and/or the City's observed Holiday(s).



## **19. PERFORMANCE**

The Bidder 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.

## **20. WORKMANSHIP AND MATERIALS**

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

## **21. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT**

The Bidder 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 RFP, unless otherwise specified.

## **22. CLEANING AND PROTECTION**

The Contractor shall: During the handling and installation of work, clean and protect the Work in progress and adjoining areas on the basis of continuing maintenance; apply protective covering on installed Work where it is required to insure freedom from damage or deterioration at time of substantial completion. Remove and dispose of all debris, trash and excess materials from the site resulting from Work; removal shall take place daily and more often if hazards or interference are presented; dispose of all material removed off the site in accordance with Federal, State and local laws.

Maintain a clean operation while working; remove all debris, equipment, etc. at the end of each workday.

Should the Contractor fail, refuse or neglect to remove rubbish, waste materials, and temporary Work or to clean the site as required, the City may, without obligation to do so, remove and dispose of the rubbish, waste material, and temporary work and clean the site and deduct the resulting cost from monies due or to become due to the Contractor under this Contract.

The Contractor shall handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by containerizing appropriately; disposing of waste materials in a lawful manner.

Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.

The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.

Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall remove all plant, surplus materials, false work, temporary structures, and debris resulting from his operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.



### **23. INSPECTION**

At all times during the Contract, the Project Manager shall have the right to make the most thorough and minute inspection of the Contractor's office, including materials and equipment, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

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

If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract.

The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.

Any inspection hereunder shall not reasonably disrupt the Contractor's performance of the Work.

### **24. ENFORCEMENT OF SPECIFICATIONS**

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

### **25. COPIES OF SPECIFICATIONS**

Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

### **26. 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.

### **27. SAFETY MEASURES**

Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of Bidder shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Bidder shall use only equipment that is fully operational and in safe operating order. Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.



## **28. SAFETY AND TRAFFIC CONTROL**

It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. This necessary traffic control should be included in the bid. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

## **29. OWNER MAY STOP THE WORK/REFUSE THE PRODUCT**

If the work performed by the contractor or product delivered by the contractor is deficient, contrary to the bid documents or contract, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK or return the product, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

## **30. TERMINATION**

The contract described hereafter may be terminated by either party upon thirty (30) days with written notice to the other party.

## **31. CUSTOMER RELATIONS**

The Contractor, 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.

## **32. APPLICATION FOR PROGRESS PAYMENT**

The contractor shall submit to the City for review, an Application for Payment on a AIA Documents filled out and signed by the contractor covering the work completed during the invoice period and accompanied by such supporting documentation as is required by the Contract Documents. Requests for payments (invoices) with supporting documentation should be submitted no more than monthly. Five percent (5%) retainage shall be withheld at the sole discretion of the Parks and Recreation Director.

## **33. QUANTITIES**

The City reserves the right to add or delete from the estimated quantities listed in the bid.

## **34. BID BOND**

N/A - Bid Bond is not required with the bid submittal.

## **35. PERFORMANCE & PAYMENT BOND**

N/A – Performance and Payment bond is not required for this solicitation.

\*All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Responder to record the aforesaid payment and performance bonds in the public records of Broward County. Consultant shall be responsible to pay all recording costs.



### **36. TAX EXEMPTION**

All bids 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.

### **37. BID PRICES**

All prices included on the bid submitted once requested, must be held firm through the completion of the project. Any bids containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered. The City of North Lauderdale will award payment within thirty (30) days of the conclusion of the work, and upon full approval.

### **38. EXCUSABLE INCLEMENT WEATHER DELAYS**

- A. The Contract Time will be extended for as many calendar days in excess of the average number of days of excusable inclement weather as defined in Paragraph entitled, "Excusable Inclement Weather Delays", as the CONTRACTOR is specifically required under the provisions of the Technical Specifications to suspend construction operations, or as many calendar days as the CONTRACTOR is prevented by excusable inclement weather , or conditions resulting immediately there from, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the WORK.
- B. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the WORK is to be performed, or which could not have been reasonable anticipated by the CONTRACTOR, as determined from U.S. Weather Bureau records for the preceding 3-year period. No extensions of Contract Time will be allowed for any inclement weather that could reasonably have been predicted from such weather records.
- C. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations
- D. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of excusable inclement. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

### **39. LIQUIDATED DAMAGES**

The Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, as outlined in the terms of contract, above in Terms of Contract listed above. Liquidated damages shall be \$250.00 per day in excess of terms of contract.





#### **40. PUBLIC RECORDS**

The City of North Lauderdale is public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat., or as otherwise provided by;
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 the Agreement and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the; and
4. Upon completion of the 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

The failure of CONTRACTOR to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement.

#### **41. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the work, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant 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 basis for service delivery.

#### **42. DEBARMENT AND SUSPENSION**

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

- a. 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;
- b. 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;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or bids;
- d. 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;

- e. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
- f. 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.

## **15. BID SUBMISSION**

To facilitate the completeness of responses to this RFQ, Responders are required to prepare their bid in accordance with the instructions outlined in this Section. Responders must respond in full to all RFQ sections and follow the indicated RFQ format (section numbering, and similar matters) in their bid. Failure to follow these instructions may result in rejection of the bid.

### **TAB A: FIRM QUALIFICATIONS**

1. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business, number of employees, and attach evidence of licenses and certification to perform the required services.
2. Provide location of office from which this work will be performed.
3. Outline the firm's experience with the specific work being requested by City. The firm should provide at least five (5) verifiable examples of projects of similar size and scope they completed including name of client, client contact information, description of project, project value and date project completed.
4. Provide names and experience of any and all sub-contractors to be used by the firm (include names, contact information and services the individuals will provide to the City)

### **TAB B: FORMS**

The responder shall attach all fully completed and executed RFQ Forms for Submittal as identified in Section 14 (BID SUBMITTAL CHECKLIST) of this solicitation.

The responder shall also attach the Minority Business Enterprise certification, if applicable.

Include any other attachments referenced in the solicitation.



## **Electronic Submissions**

**Bidders must submit one (1) complete bid package electronically through DemandStar.** Each alternative or substitute bid must be submitted separately with a complete bid package. Submit the Bid with all of the required documents before the Bid due date and time. Bid packages that are mailed, emailed, or faxed to any City of North Lauderdale personnel will **not** be accepted. The Bid must be submitted by e-bid on DemandStar.com. You should allow ample time to set up your necessary account prior to the Bid due date and time. The Bid is under Broward County and the agency name is City of North Lauderdale. Prepare your documents in Adobe Acrobat (\*.PDF) format. After the bid's due date and time has expired, submissions will **not** be accepted. If you need assistance with DemandStar, please call (206) 940-0305 or email support@demandstar.com.

If applicable, the AIA document A312-2010 bid bond must be an original with the company's embossed seals. This document must be enclosed in a sealed envelope when submitted to the City Hall – Purchasing Division, 2nd Floor, City of North Lauderdale, Florida. **Any other submittal documents included with the bid bond document(s) will not be accepted.** The name of the bidder and the bid number must clearly show on the outside of the sealed envelope and a statement as to its contents. These documents must be received by the Purchasing Division, by the bid due date and time of **Thursday, March 4, 2021 @ 10:00 AM EST**. City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this solicitation.

Although methods and means are always the responsibility of a contractor, proposers shall describe their techniques, equipment and sequencing of their operations with their e-bids. Experience of providing similar services will be used in the evaluation of e-bids by the City. Failure to submit the above requested information may be cause for rejection of your e-bid.



## 16. **E-BID SUBMITTAL CHECKLIST**

In order to assure that your e-bid complies with e-bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your solicitation submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each Consultant. It is the Consultant's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

**Failure to complete and return the required forms/documentation in submission may result in e-bid being non-responsive and not considered for award.**

- E-bid Submission Tabs (A and B from Section 15)
- Vendor Contact Summary Form
- Addenda Acknowledgment Form
- Client References Form
- Reference Check Surveys
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- E-Verify Affidavit – 3 Pages
- Offeror's Certification
- Scrutinized Vendor Certification – 2 Pages
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications
- Local Vendor Preference

**\*Please check [www.demandstar.com](http://www.demandstar.com) or City website for any addenda before submitting final e-bid\***



## 17. E-VERIFY SYSTEM REQUIREMENTS

### Definitions

**“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.

**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:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) 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
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

### Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the 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 1 year after the date of termination.



18. **SAMPLE CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT– DO NOT SUBMIT WITH BID**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2021**, 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 "CONSULTANT"). CITY and CONSULTANT 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 CONSULTANT 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.

¶ On \_\_\_\_\_, the CITY advertised its notice to bidders 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 # 21-01-403**  
**“AQUATIC AND LIFEGUARD SERVICES”**

¶ On \_\_\_\_\_, the bids were opened at the offices of the City Hall.

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



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

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the services for the «**Service Description**», 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, "**RFQ # 21-01-403**", attached hereto and made a part hereof as **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONSULTANT 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 CONSULTANT 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 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT 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 CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

## **ARTICLE 3**

### **TERM AND TERMINATION**

3.1 CONSULTANT shall perform the services identified in Article 2 within the time frame set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference. Minor adjustments to the timetable for completion approved by City Manager in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data,





studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

33 This Agreement shall take effect as of the date of execution as shown herein below and shall be completed within\_ from the date of CONSULTANT's receipt of the Notice to Proceed.

#### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed \_\_\_\_\_.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT 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 CONSULTANT 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 CONSULTANT 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**

61 CONSULTANT 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 CONSULTANT, 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 CONSULTANT pursuant to this Agreement.

62 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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.

63 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

64 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT 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 CONSULTANT. 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 CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or subconsultant. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate



and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT 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.

72 CONSULTANT shall not commence work under this Agreement 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 CONSULTANT allow any subconsultant to commence work on any subcontract until all similar such insurance required of the subconsultant has been obtained and similarly approved.

73 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. 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.

74 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

75 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement 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 Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) 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 Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

## 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$2,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.



**The City of North Lauderdale must be shown as an additional insured with respect to this coverage.**

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subconsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$1,000,000 Each Accident  
\$100,000 Each occurrence  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of 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 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$2,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

## 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

7.7.1 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 CONSULTANT'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
- 7.7.6 The City of North Lauderdale shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees 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 CONSULTANT pursuant to this Agreement must also be required by any subconsultant 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 subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subconsultants shall maintain such policies during the term of this Agreement.

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 Agreement.

## **ARTICLE 8**

### **INDEPENDENT CONSULTANT**

8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent CONSULTANT 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT 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 CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, 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**

### **E-VERIFY**

10.1 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.

10.2 Definitions for this Section:

10.2.1 “**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.

10.2.2 “**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.

10.2.3 “**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.

10.3 Registration Requirement; Termination:

10.3.1 **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:**

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

10.3.1.2 All persons (including sub vendors/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

10.3.1.3 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 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 1 year after the date of termination.

## **ARTICLE 11** **PUBLIC RECORDS**

11.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

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

11.1.2 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;

11.1.3 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, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

11.1.4 Upon completion of this Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

11.2 The failure of CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 12**  
**MISCELLANEOUS**

121 **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 CONSULTANT's work product for its intended purposes.

122 **Records.** CONSULTANT shall keep such records and accounts and require any and all subconsultants 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 CONSULTANT 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.

123 **Assignments: Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT 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.

124 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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.

125 **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, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY           Ambreen Bhatti, 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

CONSULTANT   \_\_\_\_\_

                          \_\_\_\_\_

                          \_\_\_\_\_

                          \_\_\_\_\_

126    **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.

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

128    **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.

129    **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.

1210   **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

1211   **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.



12.12 **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.

12.13 **Scrutinized Companies.** CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

12.14 **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.

12.15 **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.

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

12.17 **Compliance with Statutes.** It shall be the CONSULTANT'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.

12.18 **Bankruptcy.** It is agreed that if CONSULTANT 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.

12.19 **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.

12.20 **Uncontrollable Forces.** Neither CITY nor CONSULTANT 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.

12.20.1 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.

1221 **Non-Discrimination & Equal Opportunity Employment.** During the performance of this Agreement, the CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services. The CONSULTANT 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.

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

**CITY:**

CITY OF NORTH LAUDERDALE, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
AMBREEN BHATTY, CITY MANAGER

APPROVED AS TO FORM:

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

**CONSULTANT:**

«Vendor\_Name\_Upper\_Case»

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

(SIGNATORY NAME) \_\_\_\_\_

(NAME OF ENTITY), \_\_\_\_\_

Florida (TYPE OF ENTITY), \_\_\_\_\_

on behalf of the company. He/she is personally known to me or has produced

\_\_\_\_\_ (TYPE OF ID) as identification.

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

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

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

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