

# LETTER OF INTEREST (LOI)



**LOI #: 24-PR-010**

## **MULTI-CULTURAL SPECIAL EVENTS SERVICES**

**Publish Date:**

**February 26, 2024**

**Non-Mandatory Pre-Qualification  
Conference:**

**March 6, 2024 at 10:00 AM**

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

**All Questions Due:**

**March 11, 2024 by 5:00 PM**

**Proposal Due and Opening Date:**

**March 21, 2024 at 3:00 PM**

**Where to Deliver Proposal**

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

City of North Lauderdale, Florida  
701 SW 71st Avenue North Lauderdale, FL 33068  
For  
Parks and Recreation Department  
**MULTI-CULTURAL SPECIAL EVENTS SERVICES**  
**GENERAL FUND**

**Advertisement Date:** February 28, 2024



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

### SUMMARY OF EVENTS

<b>LOI NUMBER:</b>	<b>24-PR-010</b>
<b>LOI TITLE:</b>	<b>MULTI-CULTURAL SPECIAL EVENTS SERVICES</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>WEDNESDAY, February 28, 2024</b>
<b>RELEASE DATES/TIME:</b>	<b>MONDAY, February 26, 2024 by 12:00 PM</b>
<b>PRE-QUALIFICATION CONFERENCE:</b>	<b>WEDNESDAY, March 6, 2024 at 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>MONDAY, March 11, 2024 by 5:00 PM</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>THURSDAY, March 14, 2024 by Close of Business</b>
<b>LOI REPOSE DUE DATE/TIME:</b>	<b>THURSDAY, March 21, 2024 at 3:00 PM</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>Spring 2024</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="mailto:Procurement@nlauderdale.org">Procurement@nlauderdale.org</a>
<b>E-PROPOSAL ONLY DELIVERY:</b>	<b>DemandStar E-Bidding</b>
<b>PROPOSAL OPENING LOCATION:</b>	<b>City of North Lauderdale Purchasing Division 701 SW 71<sup>st</sup> Avenue, 2<sup>nd</sup> Floor North Lauderdale, FL 33068</b>

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

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

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

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

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

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

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.

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

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

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

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

**24-PR-010 - MULTI-CULTURAL SPECIAL EVENTS SERVICES**

**ALL PROSPECTIVE QUALIFIED CONTRACTORS:**

The City of North Lauderdale's Parks and Recreation Department is contacting interested vendors to provide services for our Multi-Cultural Special Events. Interested parties shall submit one (1) complete proposal package electronically through DemandStar with all of the required documents before the LOI due date and time of **3:00 PM ET, THURSDAY, March 21, 2024**, at which time sealed qualification packages will be opened by the Purchasing Division at the City of North Lauderdale, Broward County, Florida.

**SCOPE OF WORK:** This solicitation aims to attract a non-profit or for-profit organization with a mission and vision similar to the City of North Lauderdale to provide Cultural Programs to help unite residents, visitors, and guests to participate in fun festivals. Specifically, cultural festivals, including the Haitian Heritage Festival, Latin Festival, and Asian Festival, are in full accordance with the scope of services, terms, and conditions contained in the documents of the Letter of Interest (LOI).

**A Non-Mandatory Pre-Proposal Conference will be held on Wednesday, March 6, 2024, at 10:00 AM Local South Florida Time Eastern Time (ET) at City Hall 701 Southwest 71<sup>st</sup> Ave City of North Lauderdale, FL, 33068.** Please note this is a Non-Mandatory pre-qualification meeting, but all parties interested in submitting a proposal for this LOI are highly encouraged to attend this meeting.

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

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

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

The City of North Lauderdale reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise this LOI, or to take any other such actions that may be deemed to be in the best interest of the City.

Solicitation documents may be obtained from the City of North Lauderdale website at [www.nlauderdale.org](http://www.nlauderdale.org) or DemandStar at [www.demandstar.com](http://www.demandstar.com). All communication regarding this LOI shall be directed to the Purchasing at [Procurement@nlauderdale.org](mailto:Procurement@nlauderdale.org).

\*\*\*ONLY BID PACKAGES SUBMITTED VIA DEMANDSTAR'S E-BIDDING PORTAL WILL BE ACCEPTED\*\*\*



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## SECTION I: INSTRUCTIONS TO PROPOSERS

LOI #: 24-PR-010

### MULTI-CULTURAL SPECIAL EVENTS SERVICES

**Procurement Definition:** Definition: A Letter of Interest (LOI) is a method of procurement requesting the submittal of proposals for services in accordance with the criteria outlined in LOI. The LOI permits discussions with responsible offerors who are selected by the Selection Evaluation Committee (SEC). This includes revisions to proposals prior to the award of a contract. Proposals will be evaluated by an independent selection evaluation committee (SEC) based on the criteria set forth herein, including pricing as a component.

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

## DEFINITIONS

### 1.1 DEFINED TERMS

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

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

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

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

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

**“Contract Documents”** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Workdirective changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

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

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

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

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

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

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

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

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

**“Project Manager”** – The City’s authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.

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

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

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

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

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

**“Request for Qualification or (LOI)”**

means this procurement document and all addenda, exhibits, and attachments, including the Agreement

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

## 1.2 SPECIAL CONDITIONS AND/OR STATEMENT OF WORK

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

## 1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

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

## INTRODUCTION / GENERAL SCOPE OF SERVICES

### 1.4 INTRODUCTION

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

The City operates under the Commission/Manager form of government and employs approximately 280 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

### 1.5 SCOPE OF SERVICES

The City of North Lauderdale's Parks and Recreation Department is soliciting interested vendors to provide services for our Multi-Cultural Special Events.

This solicitation aims to attract a non-profit or for-profit organization with a mission and vision similar to the City of North Lauderdale to provide Cultural Programs to help unite residents, visitors, and guests to participate in fun festivals. Specifically, Cultural Festivals, including Haitian Heritage Festival, Latin Festival, and Asian Festival.

## GENERAL INFORMATION / REQUIREMENTS

### 1.6 ELIGIBILITY OF PROPOSER

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

**services.****1.7 PRE-QUALIFICATION CONFERENCE**

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

**1.8 QUESTIONS AND ADDENDA ON THIS SOLICITATION**

It is the proposer's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the [Procurement@nlauderdale.org](mailto:Procurement@nlauderdale.org) as described on page 2 of this solicitation.

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

If you have received this LOI packet from a source other than directly from the Demand Star or the City of North Lauderdale's website and you are not registered with Demand Star. All interested parties must register with Demand Star in order to receive any changes, additions, addenda or other notices concerning this project. Any questions should include in the subject line **"24-PR-010 – MULTI-CULTURAL SPECIAL EVENTS SERVICES"**.

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

**1.9 MISTAKES WITHIN LOI**

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

**1.10 SUBMISSION OF THE PROPOSAL**

The Responding firm is directed to submit all proposals online through Demand Star: [NORTH LAUDERDALE](#) no later than the date and time specified on the 2<sup>nd</sup> page of this solicitation document. Proposals will not be considered and cannot be entered online after the above-referenced closing date. The City will not be responsible for a late proposal due to the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this LOI. Unless otherwise specified, the Responding firm must use the proposal forms located on DemandStar. All proposals shall be submitted in the English language

**1.11 CAUSES FOR REJECTION**

No response will be canvassed, considered, or accepted which, in the opinion of the City's Selection Evaluation Committee (SEC) is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.

### 1.12 REJECTION OF PROPOSALS

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

### 1.13 WITHDRAW OF PROPOSALS

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

## MINIMUM SUBMITTAL REQUIREMENTS

### 1.14 FORM OF PROPOSALS

Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks completed and filled in. Incomplete forms may be rejected by the Purchasing and Contracts Division as non-responsive. Proposal packages must be submitted electronically through DemandStar by the due date and time outlined on the second page of this LOI. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the response.

### 1.15 COMPLETION OF REQUIRED FORMS

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

### 1.16 MINIMUM SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH LOI

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

- **VENDOR CONTACT SUMMARY**
- **ADDENDA ACKNOWLEDGEMENT**
- **CLIENT REFERENCES**
- **REFERENCE CHECK SURVEY (TO BE COMPLETED BY COMPANY FIRM WORKED FOR IN THE PAST)**
- **QUALIFICATION STATEMENT (4 PAGES)**
- **PUBLIC ENTITY CRIMES (3 PAGES)**
- **NON-COLLUSIVE AFFIDAVIT (2 PAGES)**
- **OFFEROR'S CERTIFICATION**
- **SCRUTINIZED COMPANIES REQUIREMENT**
- **VENDOR DRUG-FREE WORKPLACE**



- ANY LICENCES REQUIRED BY THE SCOPE OF WORK
- E-VERIFY REQUIREMENT
- CURRENT CONTRACTOR INSURANCE (WORKERS COMPENSATION INSURANCE OR STATE EXEMPTION)
- LOCAL VENDOR PREFERENCE

**1.17 REFERENCES**

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

**1.18 INSURANCE REQUIREMENTS**

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

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

**EVALUATION METHODOLOGY AND CRITERIA**

**1.19 EVALUATION METHODOLOGY AND CRITERIA**

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

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion or oral presentations. Hence, proposals should

be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

#### 1.20 WEIGHTED CRITERIA / BEST VALUE SCORING

The City's evaluation criteria may include, but shall not be limited to, the criteria outlined below. The City may also use Best Value Scoring as an alternative scoring method. The actual criteria will be provided in the Proposal document. The potential weighted criteria may include the following examples (**See MINIMUM EVALUATION AND COMMITTEE REVIEW for Actual Evaluation Criteria and Weights**):

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

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

#### **Quality of Response**

Clearly demonstrated understanding of the work to be performed.

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

#### **Services to be Provided and Quality Control**

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

#### **Managerial Capacity and Relevant Experience**

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

- A. The firm's experience and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- B. Personnel to be assigned to the project, and their education, capabilities, qualifications, and experience with similar projects
- C. Reference information gathered from other entities regarding the past experience of the firm; and
- D. Other areas addressed in the *Scope of Work* herein.

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

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

- A. **LOCAL BROWARD COUNTY VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the

Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from Broward County or the city within Broward County where the business resides.

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

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

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

**City's Right to Use Best Value Scoring.**

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

**1.21 ACCEPTABILITY OF PROPOSALS**

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

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

**1.22 AWARD RESERVATIONS**

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth in SECTION III – STATEMENT OF WORK. The City of North Lauderdale reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

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## SECTION II: SPECIAL CONDITIONS STATEMENT OF WORK

LOI #: 24-PR-010

### MULTI-CULTURAL SPECIAL EVENTS SERVICES

**Procurement Definition:** A Letter of Interest (LOI) is a method of procurement requesting the submittal of proposals for services in accordance with the criteria outlined in LOI. The LOI permits discussions with responsible offerors who are selected by the Selection Evaluation Committee (SEC). This includes revisions to proposals prior to the award of a contract. Proposals will be evaluated by an independent selection evaluation committee (SEC) based on the criteria set forth herein, including pricing as a component.

#### 2.1 INTRODUCTION / PURPOSE

This solicitation aims to attract a non-profit or for-profit organization with a mission and vision similar to the City of North Lauderdale to provide Cultural Programs to help unite residents, visitors, and guests to participate in fun festivals. Specifically, Cultural Festivals, including Haitian Heritage Festival, Latin Festival, and Asian Festival.

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

#### 2.2 PROJECT LOCATION

The project sites will be located throughout North Lauderdale.

#### 2.3 TERM OF CONTRACT

The term of the awarded contract will be effective for a one-three-year (3) term from the date of award with up to one (1) two (2) year option for renewal, totaling a maximum of five (5) years.

#### 2.4 SCOPE OF SERVICES

This solicitation aims to attract a non-profit or for-profit organization with a mission and vision similar to the City of North Lauderdale to provide Cultural Programs to help unite residents, visitors, and guests to participate in fun festivals. Specifically, Cultural Festivals, including Haitian Heritage Festival, Latin Festival, and Asian Festival.

The City seeks an organization that has a positive and professional reputation for facilitating Cultural Festivals, including but not limited to providing dance groups, culinary businesses, and live entertainers in Kompa, Reggae, Calypso, Meringue, la Banda, Rara, Bachata, Salsa, and related performances.

Qualifications include skills in special event logistics, marketing and experience with public media forums, seeking sponsorships, communication with residents and businesses, sales and business experience in negotiating contracts with entertainers and able to demonstrate compliance with regulatory agencies to ensure a fun and safe Cultural Special Event.

The City of North Lauderdale will provide space to host several Cultural Special Events at the City Sports Complex at City Hall. The City will provide start-up or in-kind funds between \$10K to \$15K to help fund live entertainment, marketing, stage use, sound and lighting and related expenditures to host events. The City expects the events to be free to the public, and costs for food and beverage and any retail venues, will be affordable and appropriate for each event.

Interested parties should have experience with Cultural Dance and Music, Sales and Marketing and Special Event Logistics planning, which are all mandatory. A professional organization with a solid reputation for facilitating Cultural Special Events, with a qualified and experienced team, is also mandatory.

Interested parties should also have experience selecting quality entertainment; expertise with adequate sound and lighting for each special event is essential. Understanding public safety and security, patron circulation, and flow of event planning are all necessary.

The organization should have experience with municipal codes, permitting, and contracting with entertainers, culinary organizations, dance schools, and other professional performers. The organization must have experience in communicating with Police and Fire, City Building and Inspection teams and experience in the special events industry.

## 2.5 EVALUATION CRITERIA

- 2.5.1 Proposers should submit the following as they will be evaluated on the following criteria.
- A. Proof of **AT LEAST THREE YEARS** of Festival Experience in Kompa/Reggae /Meringue/Salsa & Related.
  - B. Qualified Team with Experience in Special Event Marketing & Media, Logistics Planning, Seeking Sponsorships, & Related Event Planning.
  - C. Responsive Professional Team with a Mission, Vision, and Plan aligned with the City's.
  - D. Outlining the Profit/Loss Partnership Proposal with the City.

## 2.6 COMPETENCY QUALIFICATIONS OF RESPONDER

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

## 2.7 PROPOSAL SUBMITTAL REQUIREMENTS

- 2.7.1 Prospective proposers interested in responding to this LOI are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

### A. TAB 1 - INTRODUCTION OF FIRM

- i. Brief history of your firm.
- ii. Name of firm(s), address, contact person, telephone number.
- iii. Include certificate(s) of authorization to offer professional services, including prime as well as supporting firms.
- iv. Contact information for the person(s) authorized to contractually bind the firm to include their full name, title, address, telephone number and email address.
- v. A letter expressing the interest of the Firm in performing the work.

- vi. Proof of authorization (SUNBIZ) to transact business in the State from the Florida Secretary of State, from prime and supporting firms.

**B. TAB 2 - QUALIFICATIONS AND EXPERIENCE**

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

- i. Description of contracts or projects completed and services provided that demonstrate the firm's ability to provide festival planning.
- ii. List of three (3) client references with contact names and telephone numbers.
- iii. Example of Certificate of Insurance
- iv. County Business Tax Receipt where the business is located.
- v. Business Tax Receipt for the City of North Lauderdale (if Applicable)
- vi. Brief description of past experience providing similar services.
- vii. Company functionalities/availability.
- viii. Industry-Specific Licenses / Certifications / Qualifications currently held by your Company.

**C. TAB 3 - METHODOLOGY AND APPROACH TO SERVICES**

The understanding that the applicant and Consultant demonstrate as to the requirements and needs of the scope of work, including an evaluation of the thoroughness, demonstrated in analyzing and investigating the scope of the project.

- i. Provide a narrative statement demonstrating an understanding of this solicitation's overall intent and the methods used to complete assigned tasks.
- ii. Please clearly describe all aspects of the scope of work proposed.
- iii. Identify any issues or concerns of significance.
- iv. Outline steps to accomplish each task and clearly describe methodology.
- v. A brief statement must be included that explains why your Proposal would be the most effective and beneficial to the City of North Lauderdale.

**D. TAB 4 - STANDARD SUBMITTAL FORMS**

- i. Vendor Contact Summary
- ii. Addenda Acknowledgement
- iii. Reference Check Survey (3)
- iv. Client References
- v. Qualification Statement (4 Pages)
- vi. Public Entity Crimes (3 Pages)
- vii. Non-Collusive Affidavit (2 Pages)
- viii. Offeror's Certification Forms
- ix. Scrutinized Companies Requirement (2 Pages)
- x. Vendor Drug-Free Workplace Requirement
- xi. Proof of applicable Insurance
- xii. Copies of all current applicable professional license(s)
- xiii. Local Vendor Preference Certification (2 Pages)
- xiv. Anti-Lobbying (3 Pages)
- xv. E-Verify Affidavit

**2.8 SELECTION EVALUATION COMMITTEE (SEC) REVIEW**



Points will be assigned to each proposal based on the following weighted criteria:		
#	CRITERIA	MAXIMUM POINTS
-	Compliance with Request for Qualification	(Mandatory)
A	Qualifications of the Contractor	35 points
B	References	30 points
C	Experience and Technical	30 points
D	Local Vendor Preference	Up to 5 points
E	Oral Presentations (If Applicable)	Additional 25 Points

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

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

2.8.3

**A Qualifications of the Contractor 35 Points**

- Qualifications of the firm and key staff
- Stability of key staff
- Office in reasonable proximity to North Lauderdale (Tri-County area preferred)

**B References 30 Points**

- Customer Satisfaction References
- Previous experience with governmental agencies

**C. Experience and Technical Capabilities 30 Points**

- Range of Services
- Current and projected workload
- Previous experience with the City of North Lauderdale. Firm demonstrates consistency meeting project time & budget constraints  
Demonstrated minimization of change orders/amendments

**D. Local Vendor Preference. Up to 5 Points**

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

**A. LOCAL BROWARD COUNTY VENDOR 2.5 Points**

A business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from Broward County or the city within Broward County where the business resides.

**B. LOCAL NORTH LAUDERDALE VENDOR. 5 Points**

A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from the City of North Lauderdale.

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

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

## MAXIMUM TECHNICAL POINTS 100

- 2.8.4 The City reserves the right to short-list the number of highest scored firms it deems in the City's best interest. However, in all cases, the weighted scoring criteria for selection contained in this LOI shall be the basis of selection. Short-listed proposals may be selected for an interview/presentation prior to the recommendation of award.
- 2.8.5 The City reserves the right not to require oral presentations if the SEC feels sufficient clarity is provided by the individual written proposals. If the SEC requests the Proposer to provide additional information during this process, interested parties should remember that all oral Presentations will be closed to the public and conducted in accordance with the requirements of Florida Statutes 286.0113 "General Exemptions from Public Meetings."
- 2.8.6 After presentations, if so requested, firms will be assigned a final score, with the highest-scored firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of North Lauderdale.
- 2.8.7 The City reserves the right to ask questions, for clarification purposes, of any or all Proposers as part of its evaluation. The Proposer shall be prepared to advise the Committee the manner in which the contractual obligations will be accomplished. In addition, it is highly recommended the Proposer have the appropriate management level staff represent the firm during the presentation phase, if applicable. The designated Project Manager should be available.
- 2.8.8 The weighted criteria provided above is provided to assist the Proposer in the allocation of their time and efforts during the submission process. The weighted criteria are the framework for evaluation used by the Evaluation Committee during the short-list and final ranking process. The Committee shall be the sole judge as to the number of firms ultimately recommended for award for these continuing services.
- 2.8.9 All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and

favorable terms which Proposers are capable of offering to the City.

- 2.8.10 As the best interest of the CITY may require, the right is reserved without prejudice to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.
- 2.8.11 The City reserves the right to enter into contract negotiations with the selected Proposer after City Commission approval. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-scored Proposer. No Proposer shall have any rights against the City arising from such negotiations.
- 2.8.12 The SEC may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals
- 2.8.13 In the event a tie in the bid submittal pricing, **for an individual project**, the ranking for the tied vendors will be broken **based on the volume of work previously awarded to each firm by the City**, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms, as outlined in Florida Statute 287.055(4)(b).
- 2.8.14 **CONTACT WITH PERSONNEL OF THE CITY OF NORTH LAUDERDALE OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

## 2.9 ADDITIONAL COMMITTEE REVIEW CONSIDERATIONS

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

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



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evaluate qualifications submitted by Firms qualified to perform the work.

## SECTION # III: GENERAL TERMS AND CONDITIONS

### LOI #: 24-PR-010

#### MULTI-CULTURAL SPECIAL EVENTS SERVICES

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

#### 3.1 BASIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### 3.2 QUALIFICATIONS OF PROPOSERS

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

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

### 3.3 EXAMINATION OF CONTRACT DOCUMENTS

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

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

### 3.4 INCONSISTENCIES / INQUIRIES

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

### 3.5 NON-COLLUSION

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

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

### 3.6 LEGAL CONDITIONS

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

### 3.7 ASSIGNMENT

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

### 3.8 EMPLOYEES

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

### 3.9 INDEPENDENT CONTRACTOR

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

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



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

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

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

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

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

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

**3.11 OMISSION OF DETAILS**

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

**3.12 VENUE**

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

**3.13 TAX EXEMPTION**

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

**3.14 TERMINATION**

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

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

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



**3.15 PERFORMANCE**

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

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

**3.16 INSURANCE**

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

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

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

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

**3.17 DEBARMENT AND SUSPENSION**

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

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

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

**3.18 CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS**

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

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

**3.19 MEASUREMENT AND PAYMENT**

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

**3.20 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services



specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

**3.21 CONTINGENT FEES PROHIBITED**

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

**3.22 GRANT FUNDED PROJECTS**

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

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

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

**3.23 SCRUTINIZED COMPANIES - 287.135 AND 215.473**

Scrutinized Companies: By execution of this Contract, CONTRACTOR, its principals or owners, certify that they are not listed on the

Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

Is engaged in business operations in Syria.

**3.24 INELIGIBLE CONTRACTORS**

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

**3.25 PROPOSAL PREPARATION EXPENSE**

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

**3.26 LICENSES**

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

All responders must hold and submit with their response (and maintain same throughout the duration General Terms and Conditions

of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.

### 3.27 CONTRACTOR QUALIFICATION LETTER OF ACCEPTANCE

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

### 3.28 SUB-CONTRACTORS

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

### 3.29 LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

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

### 3.30 ENFORCEMENT OF SPECIFICATIONS

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

### 3.31 CUSTOMER RELATIONS

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

### 3.32 LEGAL REQUIREMENTS

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

### 3.33 CITY'S PROCUREMENT CODE

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

### 3.34 E-VERIFY

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

#### Definitions for this Section:

**"Contractor"** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

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

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

#### Registration Requirement: Termination:

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

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

All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and

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

General Terms and Conditions

date of termination.

### 3.35 PUBLIC RECORDS/CUSTODIAN

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

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

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

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or

keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

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

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

**CITY CLERK  
701 SOUTHWEST 71<sup>st</sup> AVENUE  
NORTH LAUDERDALE, FL 33068  
(954) 724-7056  
[CITYCLERK@NLAUDERDALE.ORG](mailto:CITYCLERK@NLAUDERDALE.ORG)**

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## **SECTION # IV: SUBMITTAL CHECKLIST**

**LOI #: 24-PR-010**

### **MULTI-CULTURAL SPECIAL EVENTS SERVICES**

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

- TAB 1 – INTRODUCTION OF FIRM**
- TAB 2 – QUALIFICATION AND EXPERIENCE**
- TAB 3 – METHODOLOGY AND APPROACH TO SERVICES**
- TAB 4 – STANDARD SUBMITTAL FORMS**