

# REQUEST FOR PROPOSAL (RFP)



North Lauderdale

**RFP #: 24-PW-008**

## HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

**Publish Date:**

**January 8, 2024 by Noon**

**All Questions Due:**

**January 29, 2024 at 3:00 PM**

**Mandatory Pre-Proposal / Site Visit  
Conference:**

**January 18, 2024 at 9:00 AM**

**Proposal Due and Opening Date:**

**February 8, 2024 at 3:00 PM**

**Location:**

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

**Where to Deliver Proposal**

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/> or in person at the City of North Lauderdale, City Hall 701 Southwest 71<sup>st</sup> Ave, North Lauderdale, FL 33068

City of North Lauderdale, Florida  
701 SW 71st Avenue  
North Lauderdale, FL 33068  
954-597-4718

Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services

**General Fund**

**NOT REQUIRED: Proposal Bond (5%), Performance Bond, and Payment Bond (100%)**

**Advertisement Date:** January 7, 2024



### Schedule of Events

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)

<b>RFP NUMBER:</b>	<b>24-PW-008</b>
<b>RFP TITLE:</b>	<b>Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>SUNDAY, January 7, 2024</b>
<b>RELEASE DATES/TIME:</b>	<b>MONDAY, January 8, 2024 by 12:00 PM</b>
<b>MANDATORY PRE-PROPOSAL / SITE VISIT CONFERENCE:</b>	<b>THURSDAY, January 18, 2024 at 9:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>MONDAY, January 29, 2024 by 3:00 PM</b>
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>TUESDAY, February 1, 2024 by Close of Business</b>
<b>RFP REPOSENSE DUE DATE/TIME:</b>	<b>THURSDAY, February 8, 2024 at 3:00 PM</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>Winter 2024</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b>Kimberly Smiley Accounting &amp; Purchasing Coordinator Phone: (954) 597-4718 Email: <a href="mailto:ksmiley@nlauderdale.org">ksmiley@nlauderdale.org</a></b>
<b>PROPOSAL DELIVERY:</b>	<b>DemandStar E-Bidding or Sealed and Received at North Lauderdale, City Hall</b>
<b>PROPOSAL OPENING LOCATION:</b>	<b>City of North Lauderdale 701 SW 71<sup>st</sup> Avenue, 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 (EST)

**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 areas 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 proposals, to waive any informalities or irregularities in any proposal received, to re-advertise for proposals, or to take any other such actions that may be deemed to be in the best interest of the City.

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

**CONE OF SILENCE NOTICE:** Proposers are hereby notified that this Solicitation is subject to a “Cone of Silence” pursuant to Section 3-7 of the City Code of Ordinances. A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), Proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

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

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, 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**  
**REQUEST FOR PROPOSALS (RFP)**  
**RFP # 24-PW-008**

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE  
 MAINTENANCE AND REPAIR SERVICES**

**ALL PROSPECTIVE PROPOSERS:**

The City of North Lauderdale requests electronic and/or sealed proposals for Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services. **Interested parties shall submit one (1) complete proposal package electronically through DemandStar or Sealed and clearly marked as RFP # 24-PW-008 Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services, in person at the City of North Lauderdale, City Hall 701 Southwest 71<sup>st</sup> Ave, North Lauderdale, FL 33068 with all of the required documents before the RFP due date and time of 3:00 PM EST, Thursday, February 8, 2024, at which time sealed proposals will be opened by the City of North Lauderdale, Broward County, Florida.**

The City of North Lauderdale, Florida (City) is seeking proposals from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Proposer, to provide Heating, Ventilation, and Air Conditioning (HVAC) Preventative Maintenance and Repair Services, for the City of North Lauderdale, in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

Please note there will be a **MANDATORY** Pre-Proposal / Site Visit Meeting:

**Date:** Thursday, January 18, 2024, at 9:00 AM Local Time

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

Please note this is a **MANDATORY** Pre-proposal and Site Visit meeting, all parties interested in submitting a proposal for this RFP **MUST** attend this meeting. A Site Visit Release form must be completed and signed.

**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.

The City of North Lauderdale, encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas 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 RFP, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written agreement with the Contractor, who is responsive, responsible Proposer, meeting all specifications, and whom provides the most advantageous solution for the City.



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

Kimberly Smiley, CPPB

Accounting & Purchasing Coordinator

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



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# SECTION I: GENERAL TERMS AND CONDITIONS

## RFP #: 24-PW-008

### HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR 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, 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.

#### 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.

## 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 RFP 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. 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 proposal 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

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

During the performance of the Contract, 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.

#### **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.

#### **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.

#### **13. TAX EXEMPTION**

All bids must be submitted including all local, state and federal taxes, if applicable.

#### **14. TERMINATION**

**a. DEFAULT:** In addition to all other remedies available to the City, this Agreement 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. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**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.

**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.

#### **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 RFP shall be just cause for cancellation of the RFP 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.

## 16. INSURANCE

Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as outlined in the Instructions to Proposers before beginning work under this RFP 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 of Insurance (COI) with the minimum limits outlined within the RFP.

The Certificate of Insurance outlined within this solicitation must be received 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.

## 17. COPIES OF SPECIFICATIONS

After award, copies of the specifications, details, and Contract will be on file in the City Clerk's Office of the City of North Lauderdale.

## 18. 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 proposals;
- 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.

## 19. 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)

## 20. 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.





## 21. 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.

## 22. 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.

## 23. GRANT FUNDED PROJECTS

The City of North Lauderdale will 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.

## 24. SCRUTINIZED COMPANIES - 287.135 AND 215.473

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

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

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

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

## 25. 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.

## 26. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a submission in response to this RFP 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.

## 27. PROPOSAL SUBMITTAL PRICES

All prices, terms and conditions in the submitted proposal response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the RFP opening unless otherwise stated by the City. Any proposals containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered.

## 28. LICENSES

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

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

## 29. CONTRACT / AGREEMENT

The proposer to whom award is made shall execute a written Agreement with the City. A proposed form of Agreement is attached.

## 30. 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.

## 31. 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.

## 32. 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.

## 33. 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.

## 34. 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.

## 35. LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP 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 RFP, 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 RFP. If a Proposer discovers any provision in this RFP 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.

## 36. CITY'S PROCUREMENT CODE

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

## 37. 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 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

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

### **38. 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.

### **39. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**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 II INSTRUCTIONS TO PROPOSERS (RFP)

### RFP #: 24-PW-008

## HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

**Procurement Definition:** A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in SECTION IV PROPOSAL EVALUATION CRITERIA AND METHODOLOGY

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.

### ARTICLE 1: DEFINITIONS

#### DEFINED TERMS

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

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

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

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

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

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

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

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

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

**“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 RFP. 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 RFP.

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

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

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

**“Request for Proposal or (RFP)”** 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.

## **1.1 EXAMINATION OF CONTRACT DOCUMENTS**

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.

## **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 RFP, the Special Conditions and/or the Statement of Work shall prevail.

### **ARTICLE 2: INTRODUCTION / GENERAL SCOPE OF SERVICES**

#### **2.1 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 200 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor who is elected citywide.

#### **2.2 BRIEF SCOPE OF SERVICES**

The City of North Lauderdale (City) is seeking proposals from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Proposer, to provide Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services.

The purpose of this RFP is to select qualified and licensed contractors to furnish all materials (excluding filters), labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services for City of North Lauderdale facilities.

## ARTICLE 3: GENERAL INFORMATION / REQUIREMENTS

### 3.1 ELIGIBILITY OF PROPOSER

To be eligible to respond to this solicitation, the proposing Firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services of similar magnitude as those specified in SECTION III. STATEMENT OF WORK of this solicitation to at least one City or town 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.

### 3.2 PRE-PROPOSAL CONFERENCE

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

### 3.3 QUESTIONS AND ADDENDA ON THIS SOLICITATION

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

Any and all responses to questions or inquiries, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website ([www.nlauderdale.org](http://www.nlauderdale.org)) and DemandStar ([www.demandstar.com](http://www.demandstar.com)) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda 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 RFP packet from a source other than directly from the DemandStar or the City of North Lauderdale's website and you are not registered with DemandStar you must register with DemandStar.

All interested parties must register with Demand Star in order to receive any changes, additions, addenda or other notices concerning this project. Any questions should include in the subject line **"RFP #: 24-PW-008 – HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES."**

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

### 3.4 MISTAKES WITHIN RFP

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.

### **3.5 SUBMISSION OF THE PROPOSAL**

The Responding Firm is directed to submit all proposals online through DemandStar: [NORTH LAUDERDALE](#) or in person at the City of North Lauderdale, City Hall 701 Southwest 71<sup>st</sup> Ave, North Lauderdale, FL 33068 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 RFP. Unless otherwise specified, the Responding Firm must use the proposal forms located on DemandStar. All proposals shall be submitted in the English language. All prices, terms and conditions proposed in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar

### **3.6 CAUSES FOR REJECTION**

No response will be canvassed, considered, or accepted that, 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.

### **3.7 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, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

### **3.8 WITHDRAW OF PROPOSALS**

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

## **ARTICLE 4: MINIMUM SUBMITTAL REQUIREMENTS**

#### 4.1 FORM OF PROPOSALS

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

#### 4.2 COMPLETION OF REQUIRED FORMS

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

#### 4.3 REFERENCES

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

#### 4.4 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.

Consultant agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Consultant.

- A. Commercial General Liability: Consultant agrees to maintain Commercial General Liability, with the City of North Lauderdale named as "Additionally Insured", at a limit of liability not less than **\$1,000,000** each occurrence, **\$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds
- B. Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.



- C. 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
- D. Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Consultants endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Consultants – Completed Operations shall be required to provide back coverage for the Consultant’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read “City of North Lauderdale.”
- E. Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.
- F. Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant’s insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:  
City of North Lauderdale  
Attn: Risk  
City of North Lauderdale



701 SW 71st Ave  
North Lauderdale, FL 33068

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

## **ARTICLE 5: EVALUATION METHODOLOGY AND CRITERIA**

### **5.1 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. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the SEC.

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.

Evaluation Points shall be assigned to each proposer by each member of the SEC. The highest-ranked firms may then be short-listed and may be asked to provide oral presentations. In the event that no oral presentations are required, the weighted scoring criteria shall serve as the final determination of rank, and the highest-ranked Firm (s) will be awarded for each category herein.

When oral presentations are requested for short-listed firms, the SEC, after presentations, (as applicable), will be assign a final score, with the highest-ranked Firm or firms moving forward to the negotiation phase if required. Upon completion of oral presentations as may be required, the SEC reserves the right to make the decision for the final recommendation for award utilizing one of the following scoring methods:

- i. Use the original criteria-based weighted scoring requiring the Committee to re-score each Proposal using the original weighted criteria;
- ii. Addition of an additional scoring component to comparatively score the quality of the proposer's oral presentation; or
- iii. A singular comparative ranking of each finalist whereby the highest-ranked Firm would be ranked as "#1", or 1<sup>st</sup> place, the second-highest Firm would be ranked as "#2", or 2<sup>nd</sup> place, and so on for each of the finalist firms. The Firm ranked as #1 would then be recommended to receive the contract award. Note: This method will be the City's default methodology for final scoring.

Upon successful negotiation, a recommendation for an award will be considered by the City of North Lauderdale Commission. No work on this project shall proceed without written authorization from the City.

The City reserves the right to enter into contract negotiations with the selected Proposer or Proposers. If the City and the selected Proposer cannot negotiate a successful contract,

the City may terminate such negotiations and begin negotiations with the next selected Proposer at the direction of the Commission. No Proposer shall have any rights against the City arising from such negotiations.

## 5.2 **WEIGHTED CRITERIA / BEST VALUE SCORING**

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

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

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

### **B. Quality of Response**

Clearly demonstrated understanding of the work to be performed.

- i. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- ii. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this Proposal.
- iii. 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.
- iv. Demonstration of sufficient resources including staffing and equipment, and the ability to meet required property maintenance schedules.

### **C. Services to be Provided and Quality Control Approach and recommendations including work plan, technological innovations and system design Simplistic user interface**

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.

### **D. Managerial Capacity and Relevant Florida 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:

- i. 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.
- ii. Personnel to be assigned to the project, and their education, capabilities, qualifications, and experience with similar projects
  - iii. Reference information gathered from other entities regarding the past experience of the Firm; and
  - iv. Other areas addressed in the *Statement of Work* herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lauderdale vendors shall be given five percent (5%), and local Broward County vendors shall be given two-point-five percent (2.5%).

### **5.3 CITY'S RIGHT TO USE BEST VALUE SCORING**

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

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

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

### **5.4 ACCEPTABILITY OF PROPOSALS**

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

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

### **5.5 AWARD RESERVATIONS**

The City shall award to the responsible offeror whose Proposal is the most advantageous to the City, taking into consideration the price and the evaluation criteria outlined in SECTION 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 City's best interest.

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## **SECTION III SPECIAL CONDITIONS** **STATEMENT OF WORK**

**RFP #: 24-PW-008**

### **HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**Procurement Definition:** A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in SECTION IV PROPOSAL EVALUATION CRITERIA AND METHODOLOGY.

#### **1. INTRODUCTION / PURPOSE**

The City of North Lauderdale, Florida (“CITY”) is interested in selecting a qualified Contractor (“VENDOR”) that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repairs Services for City facilities. Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of three (3) years’ experience in commercial electrical services.

#### **2. COMPETENCY AND MINIMUM REQUIREMENTS/QUALIFICATIONS OF RESPONDER**

- A. Statements of Qualifications will only be considered from firms regularly engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the minimum and technical qualification requirements established in the RFP.
- B. The City reserves the sole right to determine if a responder can sufficiently and efficiently provide the required services/commodities promptly and satisfactorily based on the criteria outlined in the Statement of Work.
- C. 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. County Business Tax Receipt where the business is located (included with the response) or Business Tax Receipt for the City of North Lauderdale (needed before the agreement is issued).
  - ii. Proposals will be considered from qualified firms whose experience includes successful work in the industry.
  - iii. Firm must possess at least **three (3) years’ experience in commercial HVAC Maintenance and Repair Services**

#### **3. PROJECT LOCATION**

The forty-five (45) HVAC units are found throughout twenty-one (21) City building locations in North Lauderdale. See Attachment “A” City of North Lauderdale (HVAC) units and locations.

#### **4. CONTRACTOR MINIMUM REQUIREMENTS**

- A. The Contractor shall possess and maintain a current business license.
- B. The Contractor shall possess a class A air-conditioning contractor license capable of



contracting in the City of North Lauderdale or class B air-conditioning contractor license capable of contracting in the City of North Lauderdale.

- C. The Contractor is required to have a minimum of three (3) years in business performing commercial HVAC maintenance and repair.

## 5. TERM OF SERVICES CONTRACT

The City is seeking a contract for an initial term of three (3) years, with two (2) additional two-year renewal terms totaling seven (7) years based upon satisfactory performance and mutual agreement of both parties. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. If extensions are utilized they shall be mutually agreed upon by the CITY and Contractor through administrative approval.

## 6. SCOPE OF WORK

The City of North Lauderdale under Florida statutes, and on behalf of related instrumentalities and single asset affiliated entities are actively soliciting proposals from qualified, licensed, insured, and experienced HVAC contractors/professionals to supply air conditioning and heating repair, preventative maintenance, equipment, installation of new equipment, and emergency HVAC services to various City facilities, complexes and office buildings located in North Lauderdale, Florida. Contractor shall provide all supervision, labor, service trucks, materials, tools, equipment, and appurtenances necessary for the completion of this contract, in the manner specified in this solicitation, for HVAC related issues in all City of North Lauderdale sites.

***The City of North Lauderdale will provide all air filters for each facility, with the contractor replacing filters on quarterly services. The City of North Lauderdale intends to contract with one (1) primary contractor and one (1) secondary contractor to serve in an emergency in which the primary contractor cannot respond.***

An emergency comprises of, but is not limited to: Non-working A/C equipment requiring replacement or repairs to, including but not limited to, condensing units, air handlers, PTAC's, ductwork, fans, belts, vents, drain lines and damages caused by normal wear and tear, hurricanes, destructive weather and/or other disasters.

The awarded contractor will provide vehicles, equipment, parts, supplies and labor necessary to perform the work as stated within these specifications.

***Note: Any vehicle and/or equipment breakdown will not be grounds for delays in service. If such circumstances occur, the awarded contractor is required to obtain the necessary equipment to perform the work within the contract specifications at no additional cost to the City of North Lauderdale.***

Only new and manufacturer authorized replacement parts shall be used in the repair of all air conditioning systems. All parts, materials and work furnished shall be of good quality and free from any defects and shall at all times be subject to the City of North Lauderdale's inspection and approval; but neither City of North Lauderdale's inspection nor failure to inspect shall relieve contractor of any obligation hereunder. Upon completion of repairs, if in the City of North Lauderdale's reasonable opinion, any part, or work fails to conform to specifications, or is otherwise defective or unsatisfactory, contractor shall promptly replace the same at contractor's expense.



City of North Lauderdale may elect the right to direct purchase selected materials and equipment to realize the benefits of owner tax exempt status and such direct purchase shall be without any additional cost to the City of North Lauderdale.

Other HVAC services will also be required on an “as needed” basis.

The acceptance of work or payment for services by the City of North Lauderdale shall not constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The work performed shall also be in conformity with and meet all industry standards.

The awarded contractor shall provide service Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. except for legal holidays observed by the City of North Lauderdale at the contracted regular hourly rate. Work performed before, after, or on weekends and or legal holidays observed by the City of North Lauderdale will be billed at the contracted “after hours” rates.

Legal holidays observed by the City of North Lauderdale are as follows:

New Year’s Day	Martin Luther King, Jr. Day	President’s Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran’s Day	Thanksgiving Day
Fri after Thanksgiving Day	Christmas Eve	Christmas Day

The awarded contractor may only bill for actual time spent on site. Travel time, mobilization fees etc., are not billable.

**A. Service Calls**

Repair calls shall be placed by the City of North Lauderdale’s **Facilities Supervisor** or designee and charged at the contracted regular hourly rate. Expected service calls response time shall be same day if call is placed prior to 12:00 noon; and next day if call is placed after 12:00 noon. Service is permitted during City of North Lauderdale business hours from 7:00 a.m. to 6:00 p.m. Monday through Friday only, unless exception is warranted for emergencies.

**B. Emergency Response Time**

The expected emergency response time is within two (2) hours from the time of call to the City. In the event that the City of North Lauderdale is faced with an emergency situation, the awarded contractor shall arrive onsite within two hours from the time notified by the City or designee.

**C. Performance**

The awarded contractor shall arrive on-site within 24 hours (non-emergency calls) of being notified by the City or designee. The contractor shall have available and ready at the award of the contract, qualified HVAC technicians and HVAC apprentices able to perform the work required. Contractor or his employees shall perform all work in a skilled, professional, and safe manner. Under the circumstances where any major HVAC system problem is discovered, a quote shall be provided to the City of North Lauderdale. The City reserves the right to obtain quotes from other contractors and award the project to the lowest, most responsive proposer.



**D. Contractor's Responsibility**

The award Contractor shall be responsible for obtaining all necessary permits, inspections, and licenses. The award Contractor shall be familiar with all laws and regulations that may in any way affect the work. The cost/fees for permits will be reimbursed when supporting documentation from the permitting agency is supplied with the invoice submitted. The cost/fees of warranty fees (e.g., shipping, etc.), excluding warranty registration, will be reimbursed when supporting documentation from the supplier/company providing the warranty is supplied with the invoice submitted. The awarded Contractor shall be responsible for the cost of repairs resulting from negligent acts by his employees. Contractor shall report any ensuing damages, including any damages to furniture/appliances, etc. directly to the City of North Lauderdale or Facilities Supervisor.

**E. Contractor Invoicing and Payment**

The awarded Contractor shall invoice the City upon completion of scheduled maintenance and requested repairs. Contractor shall provide the City a timesheet with the hours outlined at the approved hourly rate along with the parts as a backup for the markup on parts proposed in the RFP.

**F. Dispatch**

Contractor must have covered telephone service 24 hours per day; 7 days per week, and 365 days a year, to receive service calls from authorized City of North Lauderdale representatives and dispatch those calls to their staff to enable them to be on site within two hours of the City of North Lauderdale's call.

Contractor shall furnish all equipment and supplies and will operate, maintain, and repair all equipment necessary to perform work required within this solicitation.

Contractor shall provide a quote for work not included in the preventative maintenance program, with estimated cost included, for each location with the unit number on a per service basis and have it signed by a City of North Lauderdale authorized person indicating completion and satisfaction of work performed. A copy of the work order is to be left on site and a copy is to be submitted with invoice.

Each crewmember must wear an identification card with a photograph or uniform that identifies him or her as a member of the contractor's workforce and must check or sign in/out prior to starting and completing required services. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City of North Lauderdale site.

Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City of North Lauderdale and the general public.

All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of the City of North Lauderdale. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City of North Lauderdale property is not in the best interest of the City.



At least one employee of the contractor, assigned to any City of North Lauderdale site must be able to fluently speak, read and communicate in the English language or the contractor must provide a translator for communication at the contractor's expense.

Contractor shall register and administer warranties of Air Conditioner Condensing Units and air handlers and must provide evidence of the same to the City of North Lauderdale.

### **Unit Inspection Schedule**

#### **Annual Preventative Maintenance shall take place in December and Includes;**

The Contractor shall be responsible for the following:

- Report to Customer upon arrival.
- Inspect overall condition of unit.
- Test for refrigerant leaks.
- Check and tighten electrical connections.
- Inspect fan wheels or blades.
- Inspect shaft and motor bearings.
- Verify proper pulley alignment.
- Inspect belts.
- Lubricate all motors and bearings.
- Replace air filters.
- Clean the drain pan and verify proper water drainage through condensate piping system.
- Provide a written report of work completed and indicate all detected deficiencies.

#### **Quarterly Preventative Maintenance Includes: March, June, September**

- Report to Customer upon arrival.
- Inspect overall condition of unit.
- Inspect belts.
- Lubricate all motors and bearings.
- Replace air filters.
- Clean drain pan and verify proper water drainage through condensate piping system.
- Provide a written report of work completed and indicate all detected deficiencies.





## **SECTION IV PROPOSAL EVALUATION CRITERIA AND METHODOLOGY**

### **RFP #: 24-PW-008**

### **HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

#### **1. WEIGHTED CRITERIA / BEST VALUE SCORING**

The City's evaluation criteria may include, but shall not be limited to, the criteria outlined below. Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. The "CITY" OF NORTH LAUDERDALE is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested. The City may also use a Best Value Scoring as an alternative scoring method.

#### **A. COMPLIANCE WITH REQUEST FOR PROPOSALS REQUIREMENTS (RESPONSIVENESS) [MANDATORY].**

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

#### **B. QUALITY OF RESPONSE**

Clearly demonstrated understanding of the work to be performed.

- i. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the maintenance and repair schedule.
- ii. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this Proposal.
- iii. Demonstration of sufficient resources including staffing and equipment, and the ability to meet required maintenance and repair schedule.

#### **C. CAPABILITY AND QUALIFICATIONS OF THE PROPOSER TO DELIVER THE PROPOSED SERVICES**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the Scope of Work. 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.

#### **D. PAST PERFORMANCE AND REFERENCES**

- i. The Firm's experience and its record on engagements of a similar nature, including the ability to maintain in a similar capacity for other units of government or organizations.
- ii. Capabilities, qualifications, and experience with similar projects
- iii. Reference information gathered from other entities regarding the past experience of similar services, and
- iv. Other areas addressed in the *Statement of Work* herein.





**E. PROPOSED COSTS**

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

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

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

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

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

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

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

**F. 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%).

**2. SELECTION EVALUATION COMMITTEE REVIEW**

- A. The City Manager will appoint a Selection Evaluation Committee (SEC) to review

- Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.
- B. The City's Selection Evaluation Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**
  - C. The weighted criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the SEC during the short-list and scoring process.
  - D. The City reserves the right to short-list the number of highest scored firms it deems in the City's best interest. However, in all cases, the weighted scoring criteria for selection contained in this RFP shall be the basis of selection. Short-listed proposals may be selected for an interview/presentation prior to the recommendation of award. The City reserves the right not to require oral presentations if the SEC feels sufficient clarity is provided by the individual written proposals.
  - E. If the SEC requests the Proposer to provide additional information during this process. 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."
  - F. 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.
  - G. 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.
  - H. 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.
  - I. 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.
  - J. 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.
  - K. 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.
  - L. In the event a tie score, the ranking for the tied vendors will be broken **by giving preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**, as



outlined in Florida Statute 287.087.

- M. **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.**

**3. METHODOLOGY CRITERIA AND FORMULA**

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

#	Description	Points Up to
A	Compliance with Request for Proposal (Mandatory)	N/A
B	Quality of Response	10
C	Capability and Qualification of the proposer to deliver the proposed services	30
D	Past Performance and References	25
E	*Price per labor hour (price will not be the deciding factor for an award)	15
F	*Percentage of markup on parts (Percentage markup will not be the deciding factor for an award)	15
G	Local Vendor Preference (2.5 Points Broward County/ 5 Points North Lauderdale)	Up to 5
<b>Grand Total of Possible Points Before Presentations if Applicable</b>		<b>100</b>
H	Oral Presentations (If Applicable*)	25*
<b>Total Points (Up To)</b>		<b>125</b>

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

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

Firm A: Proposed Price \$20,000      Percentage = 100% X Weight (20) = 30 Points  
 Firm B: Proposed Price \$25,000      Percentage = 80% X Weight (20) = 24 Points  
 Firm C: Proposed Price \$28,000      Percentage = 71% X Weight (20) = 21.4 Points  
 Firm B’s percentage is \$20,000 ÷ \$25,000 = 80% of maximum points  
 Firm C’s percentage is \$20,000 ÷ \$28,000 = 71% of maximum points

**4. PROPOSAL REQUIREMENTS**

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

- i. **Tab 1 - Introduction of Firm**



- Name of firm(s), address, contact person, telephone number.
- Include certificate(s) of authorization to offer professional services, including prime as well as supporting firms.
- A letter expressing the interest of the Firm in performing the work.
- Proof of authorization (SUNBIZ) to transact business in the State from the Florida Secretary of State, from prime and supporting firms.

ii. **Tab 2 - Qualifications and Experience**

- Description of contracts or projects completed and services provided that demonstrate the firm's ability to perform previous builds required in the last five (5) years.
- List of three (3) client references with contact names and telephone numbers.

iii. **Tab 3 - Methodology and Approach to Services**

The understanding that the applicant and Contractors 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.

- Provide a narrative statement demonstrating an understanding of this solicitation's overall intent and the methods used to complete assigned tasks.
- Please clearly describe all aspects of the scope of work proposed.
- Approach including work plan, technological innovations and system design.
- Identify any issues or concerns of significance.
- Outline steps to accomplish each task and clearly describe methodology.
- A brief statement must be included which explains why your Proposal would be the most effective and beneficial to the City of North Lauderdale.
- The Contractor shall be fully qualified and experienced in this service and must provide a list of similar size and scope projects within the past five (5) years.

iv. **Tab 4 – Proposal Hourly Rate/Overtime/Proposed Material Markup**

- Provide Completed Proposal Hourly Rate, Overtime and Material Markup for the (HVAC) Preventative Maintenance and Repair Services - (Cost will be secondary in consideration to other evaluation factors including experience, project team and methodology.)

v. **Tab 5 - Standard Submittal Forms**

- Vendor Contact Summary
- Addenda Acknowledgement
- Reference Check Survey (3)
- Client References
- Qualification Statement (4 Pages)
- Public Entity Crimes (3 Pages)
- Non-Collusive Affidavit (2 Pages)
- Offeror's Certification Forms



- Scrutinized Companies Requirement (2 Pages)
- Vendor Drug-Free Workplace Requirement
- Proof of applicable Insurance
- Copies of all current applicable professional license(s)
- Local Vendor Preference Certification (2 Pages)
- Anti-Lobbying (3 Pages)
- E-Verify Affidavit

**5. ADDITIONAL COMMITTEE REVIEW CONSIDERATIONS**

- A.** The following is the list of criteria, procedures and standards, which the Committee, may request 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.
- B.** The foregoing list is intended to inform interested Firms, before competitive qualifications are sought by the City, of the considerations which will be used to evaluate qualifications submitted by Firms qualified to perform the work.

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## SECTION VI - PROPOSAL SCHEDULE AND PRICING FORM INFORMATION

### RFP #: 24-PW-008

### (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

Through submission of this proposal, Proposer hereby declares that they have carefully examined the site of the proposed work, the Statement of Work and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the plans & specification, which are made a part thereof at the following prices offered. The total proposal price is a factor of the total evaluation. **Price shall not be the sole determining factor for selection.**

#### Excel Form Instructions

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

Complete the Electronic Proposal Schedule and Pricing Form by inserting **Vendor's Name, Address, and Contact Information** in the appropriate fields. The Purchasing Division has designed this form to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the excel form will calculate the total automatically. Proposer shall recheck all entries prior to submission to ensure correct calculations. The City of North Lauderdale shall not be responsible for errors on the part of the proposer.

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

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

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for ninety (90) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
  - a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
  - b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
  - c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or



- solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
  4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.





## SAMPLE SERVICES AGREEMENT

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

**CITY OF NORTH LAUDERDALE**, a municipal corporation of the State of Florida with a business address of **701 SW 71<sup>ST</sup> AVENUE, NORTH LAUDERDALE, FLORIDA 33068** (hereinafter referred to as the "CITY")

and

\_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

### WITNESSETH:

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

#### ARTICLE 1 PREAMBLE

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

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

**RFP #: 24-PW-008**

#### **HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

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

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

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

#### ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the \_\_\_\_\_, 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, **RFP**





# **24-PW-008**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

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

### **ARTICLE 3 TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the services as identified in Exhibit "A" attached hereto and made part hereof, for an initial three (3) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

3.2 This Agreement may be renewed for two (2) additional two (2) year term upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 Termination for Convenience: This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

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

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

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), payable in monthly payments for actual



services performed for pressure cleaning services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Public Works & Utilities Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Works & Utilities Director or their assignees.

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

Payment will be made to CONTRACTOR at:

«Vendor\_Name»

Attn: «Vendor\_Contact\_Title»

«Vendor\_Address\_Line\_1»

«Vendor\_Address\_Line\_2»

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

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

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

#### **ARTICLE 6 INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omission, or negligent acts of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.



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

6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

#### **ARTICLE 7 INSURANCE**

- 7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 7.2 CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Contract. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A-" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 7.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written Contract from its agent to provide the CITY thirty (30) days' notice of cancellation.
- 7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Contract are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Contract unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 7.6 **REQUIRED INSURANCE.**



- 9.6.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each occurrence, **\$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds
- 9.6.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.
- 9.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:
1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
  2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
  3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000
- 9.6.4 Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Consultants endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Consultants – Completed Operations shall be required to provide back coverage for the Consultant's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of North Lauderdale."
- 9.6.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.
- 9.6.6 Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording



coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

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

- 9.6.7** Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.9.6.4
- 9.6.8** Umbrella/Excess Liability Insurance in the amount of \$2,000,000, as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Contract. The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.
- 7.7** **REQUIRED ENDORSEMENTS.**
- 7.7.1** The City of North Lauderdale shall be named as an Additional Insured on each of the General Liability policies required herein.
- 7.7.2** Waiver of all Rights of Subrogation against the CITY.
- 7.7.3** Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4** CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5** All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6** 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** CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 7.9** Any insurance required of the CONTRACTOR pursuant to this Contract must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the





CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Contract.

- 7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.
- 7.11 The insurance requirements specified in this Contract are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Contract.

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

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

## **ARTICLE 9**

### **VENUE**

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

## **ARTICLE 10 - PUBLIC RECORDS**

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

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

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;



10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of this Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

**CITY CLERK**

**701 SOUTHWEST 71<sup>ST</sup> AVENUE**

**NORTH LAUDERDALE, FL 33068**

**(954) 724-7056**

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

## **ARTICLE 11 - MISCELLANEOUS**

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

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

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





of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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



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

FIN/EIN:  
Contact:  
Telephone No.

Email:

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

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

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

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

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

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

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

11.13 **Scrutinized Companies.** By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, both CONTRACTOR and NORTH LAUDERDALE each certify that neither CONTRACTOR or NORTH LAUDERDALE are not participating in a boycott of Israel. CONTRACTOR and NORTH LAUDERDALE further certify that CONTRACTOR or NORTH LAUDERDALE are not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Terrorism Sector List, or has CONTRACTOR or



NORTH LAUDERDALE been engaged in business operations in Syria. Subject to limited exceptions provided in state law, CONTRACTOR or NORTH LAUDERDALE will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The aggrieved party shall provide notice, in writing, to other party of the aggrieved party's determination concerning the false certification. Offending Party shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the offending Party shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the offending Party does not demonstrate that the other aggrieved Party's determination of false certification was made in error then the aggrieved Party shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11.14 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

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

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

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

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

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

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

11.20.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the



nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

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

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

### **23.19.1 Definitions for this Section:**

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

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

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

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

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

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



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

SAMPLE



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

**ATTEST:**

**CITY OF NORTH LAUDERDALE, FL:**

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

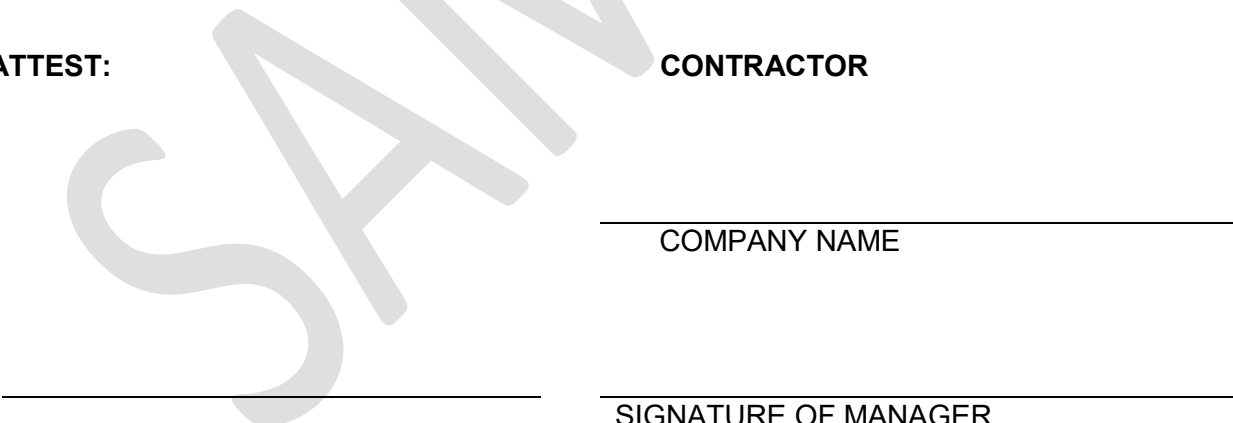
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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

\_\_\_\_\_  
DATE

**ATTEST:**

**CONTRACTOR**



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

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

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

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

(CORPORATE SEAL)

\_\_\_\_\_  
DATE





**CORPORATE ACKNOWLEDGEMENT**

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

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

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

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

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

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

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