REQUEST FOR QUALIFICATIONS (RFQ)

QUALIFIED GENERAL AND/OR ROOFING CONTRACTOR POOL FOR HURRICANE LOSS MITIGATION PROGRAM

RFQ #19-10-384

October 2019

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

Advertisement Dates: October 15, 2019 & October 20, 2019
REQUEST FOR QUALIFICATIONS (RFQ)

Bid documents and Addenda are available on the City of North Lauderdale website at www.nlauderdale.org and DemandStar at www.demandstar.com

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**RFQ NUMBER:** 19-10-384

**RFQ TITLE:** QUALIFIED GENERAL AND/OR ROOFING CONTRACTORS POOL - HLMP

**RELEASE DATES/TIME:** WEDNESDAY, OCTOBER 16 2019 BY 12:00 PM EST

**QUESTIONS DUE DATE/TIME:** THURSDAY, OCTOBER 24, 2019 @ 12:00 PM EST

**RESPONSES TO QUESTIONS:** MONDAY, OCTOBER 28, 2019 @ 10:00 AM EST

**RFQ DUE DATE/TIME:** THURSDAY, OCTOBER 31, 2019 @ 2:00 PM EST

**SELECTION COMMITTEE MEETING:** WEDNESDAY, NOVEMBER 6, 2019 @ 9:00 AM EST

**RECOMMENDATION FOR AWARD TO ACCEPT POOL OF CONTRACTORS:** TUESDAY, NOVEMBER 12, 2019 @ 6:00 PM EST

**DIRECT ALL INQUIRES TO:** Danielle Keira-Cancel  
Purchasing Coordinator  
Phone: (954) 597-4718  
Email: dkcancel@nlauderdale.org

**PROPOSAL DELIVERY & OPENING LOCATION:** City of North Lauderdale  
Office of the City Clerk  
701 SW 71st Avenue, 2nd Floor  
North Lauderdale, FL 33068

*Dates in this schedule occurring after the RFQ Due Date and Time may be amended by the City in its sole discretion and no rights shall accrue to any Bidder due to such amendment. Bidders may not rely on dates after Due Date and Time until confirmed by the City.*

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

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written contract with the bidder who submits the bid judged by the City to be the most beneficial, responsible, and most responsive Bidder.

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

It is the intent and purpose of the City of North Lauderdale to promote competitive bidding. **All communication regarding this RFQ shall be submitted in writing to the contact listed above.**
CONCE 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), bid or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

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

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

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action 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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1. **INTRODUCTION**

The City of North Lauderdale is seeking to engage the services of qualified licensed General Residential Contractors and/or Roofing Contractor to provide professional services for construction and rehabilitation of residential housing units. This solicitation is intended to create a pre-qualified pool of qualified general contractors and/or roofing contractors from which to solicit bids for the work under the projects funded by the Division of Emergency Management Hurricane Loss Mitigation Program (HLMP).

The intent of this RFQ is to establish a list of pre-qualified contractors from which to solicit bids for the work under these projects in accordance with the Division of Emergency Management and the City’s procurement guidelines. It is anticipated that the established list will include general contractors as well as individual trades and services as the exact scope of work for each project will vary based on the needs of the individual units.

The City of North Lauderdale will mitigate a minimum of ten (10) qualified single-family homes within the city limits. The City of North Lauderdale will efficiently monitor the work detail including all eligible activities - labor hours, material costs, material specifications, and installation specifications. All construction and installations will be done in strict compliance with Florida Building Codes and Manufacturer’s Specifications.

Example activities include:
- Replacement of roof covering/ re-roofing
- Installation of secondary water barrier; hurricane straps
- Installation of window and door opening protection
- Brace bottom chord gable end
- Roof to wall connections

The specifications will vary from unit to unit based upon the condition of each unit. Rehabilitated residential structures, at project completion, must meet all applicable regulations in accordance with the Minimum Housing Quality Standards of North Lauderdale and the Florida Building Code.

After development of the specifications for each project, an invitation to bid the work will be forwarded to all contractors on the established list to request bids. A pre-bid meeting will be conducted by a qualified inspector at the subject property.

2. **QUESTIONS ON THIS SOLICITATION**

It is the Contractor’s responsibility to submit written questions or request clarification for items included in this RFQ, via email to the contact person listed on Page 2, by **Thursday, October 24, 2019** at 12:00 p.m. EST.

Any and all responses, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda and completed the “Addendum Acknowledgment Form” before submitting his bid.
3. **MINIMUM QUALIFICATIONS**

Respondents must meet the following minimum qualification and provide the following information:

a. At least (2) years of general contracting or rehabilitation experience on residential homes.

b. A valid general contractor's license or roofing contractor license at the time of submittal.

c. A minimum of three (3) credible references where you were the primary contractor – *References as a sub-contractor will not be accepted.*

d. Copies of City and County Business Tax Receipts.

e. A minimum one (1) year warranty is required on all construction services.

4. **SPECIAL PROVISIONS**

The City intends to subcontract the projects awarded under this solicitation to one or more contractors. These projects are paid for by a state-funded Hurricane Loss Mitigation Program (HLMP) grant and thus contractors shall be subject to the following provisions:

a. Any contractor selected under this solicitation is bound by the terms of the HLMP grant agreement.

b. Any contractor selected under this solicitation is bound by all applicable state and federal laws and regulations.

c. Any contractor selected under this solicitation shall hold the Division of Emergency Management and the City of North Lauderdale harmless against all claims of whatever nature arising out of the subcontractor’s performance of work under the HLMP grant agreement, to the extent allowed and required by law.

d. Any contractor shall provide a written statement of such if that contractor is a minority business enterprise, as defined in Section 288.703 Florida Statutes. Please provide any supporting documentation with the written statement.

e. All potential contractors shall submit a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion with the response to this solicitation. (See Section 12 – Forms for Submittal). This form should be completed by the Contractor as they are considered a subcontractor to the City.

5. **SPECIAL REQUIREMENTS RELATED TO PROJECTS**

a. The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the homeowner and the City.
The City anticipates letting the homeowner enter into a written contract with the bidder who submits the bid judged by the City to be the most advantageous, responsible and most responsive. The City is not required to award any jobs to a Contractor based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the bid. The most jobs any one contractor shall be awarded at one time will be three.

b. If selected for a project, all bidders must earn a satisfactory performance evaluation rating prior to being considered for award of additional contract. Bidders whose performance is unsatisfactory will be excluded from bidding on future projects for one or more fiscal years. The decision to exclude a bidder and the number of years a bidder is excluded is in the sole and exclusive discretion of the City and is not subject to appeal.

c. A Schedule of Values is required prior to commencement of work for each project.

d. Contractor should have the capability to float all costs of the project as full payment will be made upon completion of the project.

e. All changes to the Scope of Work provided for rehabilitation must be documented by a properly executed change order and officially made part of the Scope of Work. **No changes affecting the Scope of Work can be made solely between the property owner and successful proposer. The City must authorize any change orders in writing prior to work commencing. The change order shall include any changes in the dollar value and time of the Project.**

f. Product substitution must be approved through a change order signed by all parties, to include the City.

g. City reserves the right to remove the company from the pool for unsatisfactory work.

h. As part of the permit process, the successful proposer must present the contract award letter with deleted/excluded items along with the permit application package. Successful proposers must keep a copy in the field with the permit package so the Building inspectors can verify.

i. The City will assign a quality control inspector that will oversee rehabilitation activities. Successful proposers will be subject to the inspector’s findings and recommendations.

*Remainder of Page Intentionally Blank*
6. PROPOSAL SUBMISSION REQUIREMENTS

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

**Tab A: FIRM QUALIFICATIONS & TECHNICAL INFORMATION**

1. Each Proposer shall provide relevant background information on your firm, including a brief history, firm ownership, and organizational structure, location of headquarters, and number and location of offices. Include a company profile, including the Principals/Officers, Directors and stockholders.

2. List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office(s).

3. Provide a description or information concerning or substantiating each of the requirements below:
   a. Drug-free Work Place.
   b. Employee drug testing program.

4. State the number of years the Proposer has been in business and the number of years in operation under the Proposer’s current business name.

5. Proposers shall provide a statement of financial stability and demonstrate that they have the capability to float costs as full payment will be made upon completion of project.

6. List any and all contracts the Proposer has performed for the City of North Lauderdale.

7. List prior experience and references working with government programs.

8. Describe the Proposer’s capacity to meet peak phases of work and multiple projects.

9. Describe any prior or pending litigation or investigation, whether civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants (if any) is or has been involved within the last five years.

10. Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees (while in the performance of their duties), Subcontractors or Subconsultants (if any) within the last five years.

**Tab B: FORMS**

See Bid Submittal Checklist in Section 11 and Forms for Submittal in Section 12 for a list of all requirements.
# SUBMISSION COPIES
Submit sealed proposals, one (1) original, three (3) copies, and one (1) single PDF file on a flash drive, addressed to the Purchasing Division of the City of North Lauderdale, Broward County, Florida. Each envelope should bear the following information:

| PROPOSER’S NAME & RETURN ADDRESS: |  |
| SOLICITATION NUMBER: | RFQ #19-10-384 |
| TITLE OF SOLICITATION: | Qualified General and/or Roofing Contractors Pool - HLMP |
| SOLICITATION DUE DATE AND TIME: | October 31, 2019 @ 2:00 pm EST |

Although methods and means are always the responsibility of a contractor, proposers shall describe their techniques, equipment and sequencing of their operations with their proposals. In determining, responsive and responsible proposers, experience of providing similar services will be used in the evaluation of proposals by the City. Failure to submit the above requested information may be cause for rejection of your proposal.

# 7. EVALUATION CRITERIA
The City will designate a Selection Committee to review and evaluate the proposals submitted in response to this RFQ. The Selection Committee may be comprised of any combination of city staff, consultants, or citizens, or other non-city persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The Purchasing Division will determine whether each respondent is responsive.

The scoring of the Proposals will be based on a point total and not a percentage factor. The Selection Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below to create a pool of qualified residential contractors for future bidding on specific projects. **All Proposers with a score of 75 or more will qualify for placement in the pool.**

The Selection Committee shall reserve the right to require oral presentations from one or more of the Proposers and shall have the option to request additional information resulting from such presentations. After the final ranking, the Chief Procurement Officer will present the Selection Committee’s recommendation to the City Commission and request approval of the ranking and to enter into Continuing Services Agreements with firms who have scored 75 points or more and qualified for placement in the pool of contractors for residential rehabilitation projects.

The Selection Committee will evaluate each responsive proposal utilizing the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company’s background, qualifications, credentials and expertise in residential construction and rehabilitation</td>
<td>35</td>
</tr>
<tr>
<td>Previous experience working with state and/or federally funded housing rehabilitation projects</td>
<td>15</td>
</tr>
<tr>
<td>Financial stability of the company</td>
<td>15</td>
</tr>
<tr>
<td>Applicability and quality of references of similar size and scope</td>
<td>15</td>
</tr>
<tr>
<td>Capacity to meet peak phases of work and multiple projects</td>
<td>15</td>
</tr>
<tr>
<td>Licensed or certified in professions other than contracting</td>
<td>5</td>
</tr>
<tr>
<td>Local Vendor Preference (5 Points-North Lauderdale business; 2.5 Points-Broward business)</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
8. INSURANCE REQUIREMENTS

Contractor shall not commence performance hereunder 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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to the Agreement 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.

Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the City in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation either the Contractor or their Insurance Broker must agree to provide notice.

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

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<th>Yes</th>
<th>No</th>
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<tbody>
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<td>X</td>
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</table>

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

1. Each Occurrence Limit - $300,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $1,000,000
5. Products & Completed Operations Aggregate Limit - $1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement (For Construction projects: Increase to 10 years and include a Designated Construction Project(s) General Aggregate Limit).
The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes  No
X  ___

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

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

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

Yes  No
X  ___

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

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

Yes  No
X  ___

If Contractor requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence.

Yes  No
___  X

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

Yes _ No X

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to 10 years.)

Yes _ No X

Environmental/Pollution Liability Insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: Contractor’s completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the City. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to 10 years.)

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The City’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes _ No X

Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If Contractor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the City.

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.
Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If Contractor is physically located on City's premises, a third-party fidelity coverage extension shall apply.

Garage Liability & Garagekeepers Legal Liability for those that manage parking lots for the City or service City vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services of final payment pursuant to this Agreement.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The City’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $1,000,000 per occurrence. 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 of this Agreement. Retroactive date, if any, to be no later than the first day of service to the City. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)

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.
Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the City, the Contractor and subContractors of the project. The Contractor shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The City reserves the right at its sole discretion to utilize the Contractor’s Builder’s Risk Insurance or for the City to purchase its own builder’s Risk Insurance for the project. Prior to the Contractor purchasing the Builder’s Risk Insurance for the project, the Contractor shall allow the City the opportunity to analyze the Contractor’s coverage and determine who shall purchase the coverage. Should the City utilize the Contractor’s Builder’s Risk Insurance, the Contractor shall be responsible for all deductibles. If the City chooses to purchase the Builder’s Risk Coverage on the project, the Contractor shall provide the City with a change order deduction for all premiums and costs associated with the Builder’s Risk Insurance in their schedule. Should the City choose to utilize the City’s Builder’s Risk Program, the City shall be responsible for the Named Windstorm Deductible and the Contractor shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the City’s Risk Manager is to make the determination as to what limits are appropriate for the given project.

Other Insurance ____________________________________________

Required Insurance Endorsements – The City shall be listed as an additional insured on each of the policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

Contractor shall require all of its subcontractors to provide the aforementioned coverage that the Contractor is required to maintain and any subcontractors shall be the sole responsibility of the Contractor.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

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

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9. GENERAL CONDITIONS

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

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

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

2. PERSONAL INVESTIGATION – Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the Contractor from any risk or from fulfilling all terms of the contract. The Contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor’s sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project. Pre-bid meetings will be held at the location in which work will be completed. Pre-bid meeting dates and necessity will be disclosed when listed Contractors are contacted to prepare a quote for the project. If the pre-bid meeting is deemed mandatory and a bidder does not attend the mandatory pre-bid meeting, the quote will not be considered.

3. CONE OF SILENCE - “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation To Bid (ITB), or other competitive solicitation between:

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

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

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

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

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

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

7. FORM OF PROPOSALS – Each bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms will be rejected as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the City Hall - City Clerk’s Office, 2nd Floor, City of North Lauderdale, Florida. The name of the bidder must clearly show on the outside of the sealed envelope and clearly indicate the bid number. The proposal 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 proposal.
8. **FILLING IN BIDS** – All prices must be written on the specific form(s) provided in this bid. All proposals must fully cover all items for which proposals are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

9. **NON-COLLUSION** – A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in the proposed work. The bidder agrees there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project.

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

11. **REJECTION OF BIDS** – The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder 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 bidders. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals; to waive such technical errors; to waive informalities or irregularities in any bid received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.

12. **WITHDRAWALS** – Any bidder may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals 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 proposal. After the expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained.

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

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

14. **LICENSE OF BIDDERS** - All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by this Contract.

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

16. **CONTRACT/AGREEMENT** – The bidder to whom award is made shall execute a written contract to provide the service and maintain the same in good repair until final acceptance by the proper authorities within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is reliable and responsible in the opinion of the City. Such bidder shall fulfill every stipulation as if it were the original party to whom award was made. The contract shall provide that the Contractor agrees to correct any defective work or material which may appear within one (1) year after completion of the work and receipt of the final payment.
17. INDEPENDENT CONTRACTOR - The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent Contractor. In accordance with the status of an independent Contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, 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 an expert, consultant, independent Contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker’s compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

18. HOURS OF WORK – All work will be performed between the hours of 7:00 AM to 7:00 PM Monday through Friday. No work will be performed on Saturday unless approved by the City’s Project Manager or authorized individual. Under no circumstance will work be performed on a Sunday.

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

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

21. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT – The Bidder shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this RFQ, unless otherwise specified.

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

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

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

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

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

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

Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall remove all plant, surplus materials, false work, temporary structures, and debris resulting from his operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.
23. **INSPECTION** - At all times during the Contract, the Project Manager shall have the right to make the most thorough and minute inspection of the Contractor’s office, including materials and equipment, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

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

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

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

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

24. **ENFORCEMENT OF SPECIFICATIONS** – Copies of the specifications shall be placed in the hands of the Director of Community Development, who shall enforce every requirement of the contract. There will be no varying from the specifications.

25. **COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the City Clerk’s Office of the City of North Lauderdale.

26. **TERMS OF CONTRACT** – The Homeowner and Contractor shall enter into an agreement for each project awarded to that Contractor. The timeline of each contract will be determined based upon the scope and specifications of the project as approved by City.

27. **MEASUREMENT AND PAYMENT** – Payments and charges shall be in accordance with the timeframe provided and the Schedule of Values. Prior to payment to the Contractor, the project must pass all inspections.

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

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

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

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

31. **TERMINATION** – Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) business days of written notice by the City to the Contractor 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 the contract or causes it to be terminated, Contractor shall indemnify City against loss pertaining to this termination.

*Default by Contractor:* In addition to all other remedies available to City, the contract 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.

The contract may be terminated by the City at any time before issuance of a Notice to Proceed. If the agreement is cancelled in this manner, the Contractor shall not be entitled to compensation under the contract.

32. **CUSTOMER RELATIONS** – The Contractor, all its employees and subContractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.
33. APPLICATION FOR PROGRESS PAYMENT
N/A – Payment will be made in full upon satisfactory completion of the project.

34. QUANTITIES – The City reserves the right to add or delete from the estimated quantities listed in the proposal.

35. BID BOND – N/A

36. PERFORMANCE & PAYMENT BOND – N/A
The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+

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

37. TAX EXEMPTION – All bids must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer’s Certificate of Exemption.

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

39. LIQUIDATED DAMAGES – $50.00 each calendar day to be deducted from the monies due to contractor.

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

The Contractor shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records, transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

41. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT - During the performance of the work, 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 basis for service delivery.

42. DEBARMENT AND SUSPENSION – The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:
a. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
c. Conviction under state or federal antitrust statutes arising out of the submission of bids or 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
g. 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.
10. **SUBMITTAL CHECKLIST**

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

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

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

```
__________ One (1) Original Bid Proposal (mark for differentiation)
__________ Three (3) Copies of Bid Proposal (mark for differentiation)
__________ One (1) Electronic Copy of Bid Proposal on Flash Drive
              (CDs will not be accepted)
__________ Acknowledgment & Contact Summary Form
__________ Addenda Acknowledgment Form
__________ Client References
__________ Qualification Statement – 4 Pages
__________ Public Entity Crimes Form – 3 Pages
__________ Non-Collusive Affidavit – 2 Pages
__________ Offeror’s Certification
__________ Scrutinized Vendor Certification – 2 Pages
__________ Local Vendor Preference Certification – 2 Pages
__________ Certification Regarding Debarment, Suspension, Ineligibility
__________ Written Statement of Minority Business Enterprise (pursuant to F.S. 288.703), if applicable and supporting documents
__________ Proof of Required Insurances
__________ Proof of Required Licenses and/or Certifications
```

*Please check [www.demandstar.com](http://www.demandstar.com) or City website for addenda and changes before submitting final bid*
11. **FORMS FOR SUBMITTAL**
**QUALIFIED CONTRACTORS POOL - HLMP**

**ACKNOWLEDGEMENT & CONTACT SUMMARY SHEET**

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>Bids due on or before 2:00 PM. EST at City of North Lauderdale City Clerk 701 SW 71st Avenue North Lauderdale, FL 32801 Thursday, October 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLICITATION NO.:</td>
<td>RFQ #19-10-384</td>
</tr>
<tr>
<td>RELEASE DATE:</td>
<td>10/16/2019</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Danielle Keira-Cancel Purchasing Coordinator (954) 597-4718 <a href="mailto:dkcancel@nlauderdale.org">dkcancel@nlauderdale.org</a></td>
</tr>
</tbody>
</table>

**BID TITLE:** QUALIFIED GENERAL AND/OR ROOFING CONTRACTORS POOL - HLMP

**Acknowledgement & Contact Summary Sheet**

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

**Bidder’s Name and state “Doing Business As”, if applicable:**

| Address: | “REMIT TO” ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. [ ] Check this box if address is the same as stated on the left. |
| City: | Address: |
| State: | Zip Code: |
| Telephone Number: | City: |
| Toll Free Number: | State: |
| Fax Number: | Zip Code: |
| E-Mail Address of Authorized Representative: | Contact: |
| Federal Tax Identification Number: | Telephone Number: |

**Signature of Authorized Representative (Manual)**

**Name of Authorized Representative (Typed or Printed)**

**Title**
ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: ____________________________________________________________

The undersigned acknowledges receipt of the following addenda to the Documents:

Addendum No. 1
Print Name of Representative: ________________________________________________
Sign: __________________________ Dated: __________________________

Addendum No. 2
Print Name of Representative: ________________________________________________
Sign: __________________________ Dated: __________________________

Addendum No. 3
Print Name of Representative: ________________________________________________
Sign: __________________________ Dated: __________________________

Addendum No. 4
Print Name of Representative: ________________________________________________
Sign: __________________________ Dated: __________________________

Addendum No. 5
Print Name of Representative: ________________________________________________
Sign: __________________________ Dated: __________________________

☐ NO ADDENDA WAS RELEASED IN CONNECTION WITH THIS SOLICITATION
CLIENT REFERENCES

Bidder's Name: 

Bidder must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years.

**Reference No. 1**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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<tbody>
<tr>
<td>Location (City, State):</td>
<td></td>
</tr>
<tr>
<td>Date of Service:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Contact Number:</td>
<td></td>
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<tr>
<td>Email Address:</td>
<td></td>
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</table>

**Reference No. 2**

<table>
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<tr>
<th>Company Name:</th>
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<tbody>
<tr>
<td>Location (City, State):</td>
<td></td>
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<tr>
<td>Date of Service:</td>
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<tr>
<td>Contact Person:</td>
<td></td>
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<tr>
<td>Contact Number:</td>
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<td>Email Address:</td>
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**Reference No. 3**

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<td>Location (City, State):</td>
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<tr>
<td>Contact Number:</td>
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<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Contractor is responsible for verifying correct phone numbers, email address and contact information.
QUALIFICATION STATEMENT
Page 1 of 4

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

PROPOSER’S Name and Principal Address:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Contact Person’s Name & Title: _____________________________________________________

PROPOSER’S Telephone: (_______) _____________________________________________
Fax (_______) _____________________________________________
Email _____________________________________________

PROPOSER’S License Number: _________________________________________________
(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business ____________________________

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

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

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

The business is a:  Sole Proprietorship _______ Partnership _______ Corporation _______
QUALIFICATION STATEMENT
Page 2 of 4

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

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

________________________________________________________________________________________________________________________________________________________________________________________________________
________________________________________________________________________________________________________________________________________________________________________________________________________

At what address was that business located?
________________________________________________________________________________________________________________________________________________________________________________________________________
________________________________________________________________________________________________________________________________________________________________________________________________________

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

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

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

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

*The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Contract Project Representative, whose approval shall not be reasonably withheld.
QUALIFICATION STATEMENT
Page 3 of 4

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

________________________________________________________________________________________

________________________________________________________________________________________

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

________________________________________________________________________________________

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

________________________________________________________________________________________

________________________________________________________________________________________

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

________________________________________________________________________________________

________________________________________________________________________________________

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

________________________________________________________________________________________

________________________________________________________________________________________
QUALIFICATION STATEMENT
Page 4 of 4

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

________________________________________________________________________

By _________________________________
(Signature)
Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of $10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

**Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes**

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

1. This sworn statement is submitted with RFQ #19-10-384 – QUALIFIED GENERAL CONTRACTORS POOL - HLMP.

2. This sworn statement is submitted by __________________________ whose business address is __________________________

   __________________________________________________________ and (if applicable) it’s Federal Employer Identification No. (FEIN) is _________________ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is __________________________ and my relationship to the entity named above is __________________________.

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

5. I understand that “convicted or conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

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

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which one of the two statements applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (If this item is selected, please indicate which of the three additional statements applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

_____ The person of affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate form the convicted vendor list. (Please attach a copy of the Final Order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
PUBLIC ENTITY CRIMES
Page 3 of 3

____________________________________  __________________________
Signature                                      Date

State of ____________________________________

County of ___________________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

______________________________________________, who after first being sworn by me, affixed his/her signature in the
space provided above on this ______ day of ________________________, ________.

______________________________________________
Notary Public

My Commission Expires: _________________________
NON-COLLABORATIVE AFFIDAVIT
Page 1 of 2

State of ____________________________

)ss.

County of ____________________________

________________________________________________________ being first duly sworn, deposes and

says that:

(1) He/she is the

___________________________________________, (Owner, Partner, Officer, Representative or Agent) of

___________________________________________ the Bidder that has submitted the attached

Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent

circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or

parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly,

with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which

the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any

manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any

Bidder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other

Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage

against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,

conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents

representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_________________________________________ BY: ________________________________

_________________________________________ _______________________________

(Printed Name) (Title)
NON-COLLUSIVE AFFIDAVIT
Page 2 of 2

State of Florida

County of ________________

On this the _____ day of ________________, 2019, before me, the undersigned Notary Public

of the State of Florida, personally appeared ________________________________ and whose

name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument,

and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

☐ Personally known to me, or
☐ Produced identification:

☐ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: ___ Number of Signatures Notarized ___
OFFEROR’S CERTIFICATION

WHEN OFFEROR IS AN

___INDIVIDUAL  ___SOLE PROPRIETORSHIP  ___PARTNERSHIP  ___CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of __________________________, 2019.

By: ______________________________
Signature of Individual

______________________________
Witness

______________________________
Witness

State of Florida
County of ________________________

On this the _____ day of __________________________, ________, before me, the undersigned Notary Public of the State of Florida, personally appeared _____________________________ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print Stamp or type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

☐ DID take oath, or ☐ DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _______ Number of Pages: ___ Number of Signatures Notarized ___

Finance Department
SCRUTINIZED VENDOR CERTIFICATION
Page 1 of 2

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, ______________________________________, on behalf of ______________________________________.

Print Name and Title Contractor Name

Certify that ______________________________________ does not:

Contractor Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor 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 Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over $1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.
As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

__________________________________________________________________________

Company Name

__________________________________________________________________________

Signature

__________________________________________________________________________

Print Name

__________________________________________________________________________

Title
LOCAL VENDOR PREFERENCE CERTIFICATION
RFQ #19-10-384 – QUALIFIED GENERAL CONTRACTORS POOL – HLMP

Policy: Section 3-12 of the City of North Lauderdale Procurement Ordinance, provides preferences to business entities meeting the defined criteria of Local Broward County or North Lauderdale vendor.

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

- **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.

- **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 5% and local Broward County vendors shall be given 2.5%.

Local Preference shall **not** apply to any of the following:

1. Procurement methods other than a formal competitive solicitation
2. Procurements where federal, state or county law mandates to the contrary
3. Procurement of professional services procured pursuant to the State of Florida CCNA
4. Procurement using Cooperative Purchasing Agreements or Piggyback Contracts
5. Procurements deemed emergency, and Single or Sole Source

Check one of the following:

___ The business entity is certifying as a Local Broward County Vendor, 2.5% preference credit

___ The business is certifying as a North Lauderdale Vendor, 5% preference credit
LOCAL VENDOR PREFERENCE CERTIFICATION
RFQ #19-10-384 – QUALIFIED GENERAL CONTRACTORS POOL – HLMP
(Page 2 of 2)

By completing the information required below and submitting this form the business entity certifies that it meets the requirements for local preference as stipulated in the Procurement Ordinance. This form must be submitted with the business entity’s response to a solicitation.

Name of Business Entity: ________________________________________________________________

Address: ____________________________________________________________________________

Tax ID/FEIN/SSN: ________________

Contact Name: __________________________ Title: __________________________

Phone Number: __________________________ Email: __________________________

Signature: __________________________________________________________________________

State of Florida
County of ______________

On this the _____ day of ________________, 2019, before me, the undersigned Notary Public

of the State of Florida, personally appeared ____________________________ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

________________________________________
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

☐ Personally known to me, or

☐ Produced identification:

________________________________________
(Type of identification)
THIS FORM MUST BE COMPLETED BY THE QUALIFIED CONTRACTOR (PROPOSER) WHO IS SERVING AS A SUBCONTRACTOR TO THE CITY

Attachment H
Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

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

(2) Where the Recipient’s subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

__________________________

By: ________________________
Signature

__________________________
City of North Lauderdale
Recipient’s Name

__________________________
Name and Title

__________________________
DEM Contract Number

__________________________
Street Address

__________________________
DEM-HL00010
Project Number

__________________________
City, State, Zip

__________________________
Date
12. SAMPLE AGREEMENT
SAMPLE AGREEMENT – DO NOT SUBMIT WITH PROPOSAL

CITY OF NORTH LAUDERDALE
STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT

HURRICANE LOSS MITIGATION PROGRAM CONTRACT

THIS CONTRACT, entered into this ____ day of ________, 2019, by and between ______________________ hereinafter called the “Owner”, and ___________________________ hereinafter called the “Contractor”, with financing provided by the City of North Lauderdale, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the City of North Lauderdale has received grant funds from the State of Florida, Division of Emergency Management to administer the Hurricane Loss Mitigation Program; and

WHEREAS, to fund this Contract, the Owner proposes to finance in whole or in part the cost of the Construction Mitigation work and Inspection fees using the grant funds which the City will make available to the Owner; and

WHEREAS, the Owner has accepted the Contractor’s bid for the performance of such Construction Mitigation, such Construction Mitigation has been approved by the City, and the Owner desires to engage the above contractor to perform such Construction Mitigation in accordance with the provisions of this Contract and applicable requirements of the City and the State grant program.

NOW, THEREFORE, for the considerations stated herein, the receipt of which is hereby acknowledged, the Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Section 1 - Property to be Mitigated

The property to be hardened pursuant to this Contract is located at __________________________, North Lauderdale, County of Broward, State of Florida, 33068.

Legal Description: ____________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________
Section 2 - Contract Documents

The Contract Documents which comprise this Contract for Construction Mitigation consist of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the Work Specifications (b) Scope of Work (work write-up) and (c) Contractor’s bid proposal, signed and dated on behalf of the Contractor as of _________________, 2019 and (d) the Plan Drawings (if any), for the Construction Mitigation to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the Construction Mitigation provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents. Neither the City staff nor the Homeowner have the authority to verbally modify the Contract Documents. Any modifications to the Contract Documents or the Scope of Work shall be in writing.

The Contractor shall maintain at the site one copy of all drawings, permit cards, general specifications and Work Write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These documents shall be available to the Owner and City upon request within two (2) business days.

Section 3 - Occupancy Provision

The premises are to be occupied during the course of the Construction Mitigation. Contractor understands and agrees to perform the Contract work pursuant to the industry standards for homes that are occupied during construction.

Section 4 - Contract Price

Upon satisfactory completion of the Construction Mitigation provided for in this Contract, the Contractor shall be paid the amount of __________________________________________________________ ($______________), hereinafter called the “Contract Price”, which shall constitute full and complete compensation for the Contractor’s performance of the Construction Mitigation provided for in this Contract, except as otherwise provided in Section 21 herein. At no time will the Contract Price exceed the maximum allowable amount for State of Florida, Division of Emergency Management funding made available to the owner, including inspection fees.
Section 5 - Time of Performance

The Contractor shall commence the Construction Mitigation provided for in this Contract within five (5) days from the date of the issuance of the Notice to Proceed referred to in Section 8 herein, unless a delay is approved in writing by the City of North Lauderdale Neighborhood Improvement Coordinator, or appropriate City designee. Verbal authorizations are not permitted and conversations with the City or the homeowner shall not constitute an approval of a delay. The Contractor shall satisfactorily complete such work no later than ___ calendar days after issuance of the said Notice to Proceed or ________________, 2019. Said completion period may be extended upon written approval by the Neighborhood Improvement Coordinator or an appropriate City designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating or unforeseeable circumstances beyond the Contractor's fault or control. Verbal authorizations are not permitted and conversations with the City or the homeowner shall not constitute an approval for an extension of time. **TIME IS OF THE ESSENCE WITH THIS CONTRACT, EXTENSIONS SHALL BE LIMITED, ALL EXTENSIONS MUST BE IN WRITING AND SIGNED BY THE CITY, AND EXTENSIONS SHALL BE IN THE SOLE AND EXCLUSIVE DISCRETION OF THE CITY.**

The Contractor shall be responsible for scheduling the Construction Mitigation, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of the work.

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY OR THE HOMEOWNER BY REASON OF ANY DELAYS.** Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of Owner or City. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner, or separate contractors employed by the Owner, or by changes ordered in the Work, then the Contract Time shall be reasonably extended by Change Order. **SINCE THE MONIES FOR THIS PROJECT ARE SUBJECT TO THE CAP SET BY THE GRANT, THE CONTRACT PRICE SHALL NOT BE INCREASED PURSUANT TO THIS SECTION.** If Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Owner, Contractor, and City agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be
entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance
with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from
normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as
recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort
Lauderdale Weather Station.

Section 6 – Liquidated Damages

Failure to satisfactorily complete the Construction Mitigation within the allowed Time of Performance shall subject the
General Contractor to Liquidated Damage Fee of Fifty ($50.00) dollars for each and every calendar day that the
completion of the Construction Mitigation is delayed beyond the time specified in this Contract for completion, as fixed
and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the
parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Owner as
a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said
damages and the cost and effect of the failure of Contractor to complete the project on time. With regard to grant funds
the Owner receives from the City, Owner shall have the right to deduct from and retain out of monies which may be then
due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount
retained by Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated
damages.

Section 7 - Issuance of Notice to Proceed

Any other provision of this contract to the contrary notwithstanding, the Contractor shall not commence the Construction
Mitigation provided for in this Contract until the Owner and City have issued a written Notice to Proceed to the
Contractor. If the Contractor does not receive the written Notice to Proceed from the Owner and City within five (5) days
from the date of this Agreement, the Contractor, at his option, may withdraw from such Construction Mitigation, in which
even this Contract shall be considered terminated as to all parties without further notification or other action on the part of
either the Contractor or Owner. As an alternative to withdrawing from said work, the Contractor may notify the Owner in
writing that the Contractor stands ready to perform the Construction Mitigation provided for in the Contract, upon receipt
of the written Notice to Proceed from the Owner and City within seven (7) days of such notification by the Contractor. If
the Contractor does not thereafter receive the Owner’s and City’s written Notice to Proceed within the time period
specified in the Contractor’s written notice, then this Contract shall be considered terminated without further notification
or other action on the part of either the Contractor or Owner.
**Section 8 - Permits and Codes**

The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the Construction Mitigation provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable laws, codes, ordinances, and regulations of the local government.

**Section 9 - Insurance**

The Contractor shall maintain in force, between the time that the Contractor commences the Construction Mitigation provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than $100,000/$300,000 in the event of bodily injury, including death, and $100,000 in the event of property damage arising out of the Contractor’s operations under this Contract, whether such operations be by the Contractor; any subcontractors or suppliers engaged by the Contractor in connection with such operations; or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman’s Compensation. Before commencing the Construction Mitigation provided for in this Contract, the Contractor shall furnish the City with certificates showing that the required insurance is in force. The Contractor’s insurance policies shall also be submitted to the City for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of such expiration, cancellation or change has been delivered to the City. The Owner is encouraged but not required to maintain in force during the same period a property and/or builder’s risk insurance policy adequate to cover the existing property and the Construction Mitigation against damage or loss for which the Contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

**Section 10 - Subcontracts**

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, such work shall be deemed as performed by the Contractor as the Owner and the City will not acknowledge participation in this Contract by anyone other than said Contractor.

All work performed for the Contractor by subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor (and where appropriate between subcontractor and sub-subcontractor) which shall contain provisions that:

a) Preserve and protect the rights of the Owner and the City under this Contract with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice the Owner’s rights;

b) Require that such work be performed in accordance with the requirements of the Contract Documents;

c) Require submission to the Contractor of applications for payments under subcontract in reasonable time to enable the Contractor to apply for payment prior to the completion of this Contract.
d) Require that all claims for additional costs, extensions of time, damages or delays or otherwise with respect to subcontracted portions of the work shall be submitted to Contractor (by any subcontractor or sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

e) Require the subcontractor to comply with all Federal Equal Opportunity/Affirmative Action provisions; and

f) Obligate each subcontractor specifically to consent to the above provisions.

Section 11 - Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of Contractor’s execution of the work. The safety provisions of all applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonable and necessary.

Section 12 - Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Construction Mitigation and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

Section 13 - Supervision of Work

The Contractor shall be responsible to the Owner for the acts and omissions of all its employees; all subcontractors, their agents and employees; and all other persons performing any of the work under the Contract with and/or for the Contractor. The Contractor shall at all times enforce strict and good order among his employees and shall not employ on the work any unfit persons or anyone not skilled in the task assigned to him/her. The Contractor shall act as or employ a competent superintendent who shall regularly visit the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed upon request in each case.

Section 14 - Utilities

If the premises are occupied, the Owner shall permit the Contractor to use existing utilities necessary for the Contractor’s performance and completion of the work, at no cost to the Contractor. If the premises are vacant, the Contractor will be responsible for providing any utilities that are required for performance of the work.
Section 15 - Owner’s Cooperation with Contractor

The Owner shall cooperate with the Contractor to facilitate orderly and prompt performance of contractual requirements allowing access to the property.

Section 16 - Contract Changes

NO MODIFICATIONS OF THIS CONTRACT SHALL BE MADE AFTER ITS EXECUTION BY THE CONTRACTOR AND THE OWNER EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE CONTRACTOR, SIGNED BY THE OWNER AND APPROVED BY THE CITY, IN WRITING. VERBAL AUTHORIZATIONS ARE NOT PERMITTED AND CONVERSATIONS WITH THE CITY OR THE HOMEOWNER SHALL NOT CONSTITUTE AN AGREEMENT TO ADD TO, DELETE, OR MODIFY THE SCOPE OF WORK OR THE REQUIREMENTS OF THIS CONTRACT.

Section 17 - Changes in the Work

No changes, alterations, additions, deletions or substitutions in the work or materials called for in this Contract shall be made except through a written Change Order signed and approved by the Owner, Contractor, and City. Contractor is not authorized to perform any changes, alterations, additions, deletions or substitutions in the work or materials on the project unless a written Change Order is signed and approved by all parties. Change Orders may be issued for the following reasons:

a) Concealed code violations which were not considered in the Work Write-up are discovered, requiring additional work in order to satisfactorily complete the mitigation. For example, deteriorated wall framing which is not discovered until the work begins should be reported and a Change Order issued to include such corrections in this Contract.

b) Errors or inconsistencies in the Work Write-up must be corrected. The Owner, Contractor and City agree that, to the extent feasible, any pre-existing housing code violation in the dwelling which is not addressed or adequately corrected through the initial Contract shall be corrected by means of a Change Order.

Notwithstanding the Change Order provisions specified herein, Contractor acknowledges, understands, and agrees that prior to bidding, Contractor had an opportunity to fully inspect the home to determine the full scope and cost to complete the Construction Mitigation in compliance with the bid documents and the specifications of the State of Florida, Division of Emergency Management HURRICANE LOSS MITIGATION PROGRAM. Accordingly, contractor acknowledges and understands that the approval of change orders will be limited. The decision as to whether or not to approve a change order is in the sole and exclusive discretion of the homeowner and the City.

Section 18 - Changes in the Contract Price

AT NO TIME, WILL THE CONTRACT PRICE EXCEED THE MAXIMUM ALLOWABLE PROCEEDS OR MITIGATION FUNDS AVAILABLE TO THE OWNER. Changes in the work must be itemized and evaluated for either increase or decrease in the contract sum. Price decreases and increases will be in line with the contract’s original Contract bid proposal prices and/or the City’s cost estimate for the change(s).
Changes in the Contract price (either increase or decrease) must be approved by the Owner, Contractor, and City, except that the Owner and Contractor may negotiate price increases for work which is not due to mandatory changes and is therefore not payable through the City. Contractor is not authorized to perform any changes, alterations, additions, deletions or substitutions in the work or materials on the project which will affect the contract price unless a written Change Order is signed and approved by the Owner, Contractor, and City. Such written authorization shall consist of two components (1) an agreement to change or modify the work; and (2) a statement as to whether or not there is an additional cost for the change, and, if so, the itemized additional cost for labor and materials. The decision as to whether or not to approve a change of the contract price is in the sole and exclusive discretion of the homeowner and the City.

Section 19 - Inspection

The Contractor is responsible for requesting progress and final inspections simultaneously by the Building Inspector and the City. However, no inspector will be responsible for the Contractor’s failure to carry out the work in accordance with the Contract Documents. The Contractor and Owner shall also permit a final inspection by the Broward County Inspector, the City of North Lauderdale Community Development Department, or City designee on all Contracts, materials, and payrolls and conditions of employment pertaining to the Construction Mitigation being performed under this Contract.

Section 20 - Payment of Contract Price

At the request of the Contractor, the City's authorized representative, and Building Inspector will inspect the work to determine acceptability of the work and the percentage of work completed. If the work is completed to the City’s (Director, Neighborhood Improvement Coordinator, Designee, and Building Inspector) satisfaction, the Contractor shall proceed with the Request for Payment and Affidavit, certifying that either (a) all laborers, subcontractors and suppliers have been paid in full for their goods and services provided on the job and that there are no outstanding liens or claims for liens (waivers must be supplied), or (b) a list of all unpaid parties and the amounts owed to each is attached to the form.

Upon City approval of the Request for Payment and Affidavit, the documents shall be presented to the Owner for approval. If the Contract amount owed to the Contractor at final payment is not in excess of the amount owed by the Contractor for goods and services already provided, the City designee may authorize direct payment to the unpaid parties. Direct payment will be subtracted from the Contractor’s payment.

A single payment will be issued upon completion of the job. The Contractor must furnish the Owner, in care of the City, all warranties and certificates (pest control and insulation) before the payment will be issued to the General Contractor.
The Owner hereby grants the City the right to disburse partial and/or final payment directly to the General Contractor in the event that a dispute arises between the Owner and the Contractor. Such disbursement shall be issued only after the Neighborhood Improvement Coordinator has reviewed the facts and circumstances involved in the dispute and has determined that the Owner’s refusal to issue payment is without just cause.

**Section 21 - Liens**

At no time shall payment be due to the Contractor if there are outstanding liens or claims of liens on the job. Payment shall not be paid until the Contractor provides all notarized waivers or releases of liens from all contractors (General and Subs), and satisfaction of any recorded lien, to the Owner, in care of the City.

**The Contractor shall protect, defend, and indemnify the Owner from any claims for unpaid work, labor, or materials provided in performance of the Contract.**

**Section 22 - Hold Harmless Clause**

The Contractor shall defend, indemnify, and hold harmless the Owner, the State, the City, its officials and employees, and the Owner shall defend, indemnify, and hold harmless the State, the City, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor’s operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers. Nothing herein shall alter the City's protections as provided pursuant to Section 768.28, Florida Statutes. In addition, nothing herein shall constitute a waiver of the City's entitlement to sovereign immunity, or convey any rights or benefits to any third parties.

**Section 23 - General Guaranty**

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance. Written warranty with specified from/to dates must be provided before the final payment will be issued to the Contractor. The Owner will give Contractor and City written notice of observed defects with reasonable promptness.
Section 24 - Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the Owner and the prior written approval of the City.

Section 25 - Owner’s Right to Stop the Work

If the Contractor provides or fails to correct defective work, or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. Owner shall inform the City if such a situation arises.

Section 26 - Disputes

All disputes arising under this Contract or its interpretation, whether involving law or fact or both; or extra work; and all claims for alleged breach of Contract shall be presented in writing by the Contractor to the City designee within five (5) business days of the event giving rise to the dispute. Such claim shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. The City designee will provide a written decision within five (5) business days. Any appeals of the City designee’s decision shall be presented in writing within five (5) business days to the City Manager. The decision on the appeal will be provided in writing within five (5) business days, and will be the final authority in dispute.

Section 27 - Termination by Owner

The Owner may terminate this Contract:

a) if the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or
b) if the Contractor persistently or repeatedly refuses or fails to perform expeditiously, except in cases for which an extension of time is provided, or
c) if the Contractor fails or refuses to provide work in accordance with the Contract, including any approved Change Order, or
d) if the Contractor fails to make payment to subcontractors or suppliers for materials or labor, or
e) if the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
f) if the Contractor is otherwise guilty of a substantial violation of a provision of the Contract Documents.

The Owner shall present a written statement of cause for termination to the City designee. Upon certification by the Director that sufficient cause exists to justify such action, the Owner shall immediately issue written notice to the Contractor. Such notice shall automatically terminate the Contractor after five (5) business days unless the Contractor removes the cause for termination within five (5) business days.
The original Contract amount or balance thereof at the time of termination shall be escrowed for use in completion of the work as approved by the City. Payment to the Contractor shall be issued in accordance with Chapter 713 of the Florida Statutes.

Contract termination procedures as outlined herein shall not prejudice any other right or remedy to which the Owner would be entitled.

**Section 28 - Termination by Contractor**

The Contractor may terminate this Contract:

a) if the work is stopped or to be stopped for a period of twenty (20) business days or longer due to an act of God, or due to an order of an appropriate court through no fault of the Contractor, or

b) if the work is stopped for a period of five (5) consecutive days due to failure of the Owner to provide necessary and reasonable information, services, or cooperation.

The Contractor shall present a written statement of cause for termination to the City designee. Upon certification by the Director that sufficient cause exists to justify such action, the Contractor shall immediately issue written notice to the Owner. Such notice shall state the cause for termination, and shall provide that the Contract shall automatically terminate upon five (5) business days written notice unless the Owner removes the cause for termination within the five (5) business days.

Upon termination of Contract, the Owner shall issue payment to the Contractor for the amount of work satisfactorily completed by the Contractor, subject to normal final payment procedures.

**Section 29 - Notices**

Whenever any party desires to give notice to any other party, it must be given by written notice. Verbal notices are not accepted under any circumstances. Notices shall be delivered by hand, by certified mail, return receipt requested, overnight delivery by a nationally recognized service; or by facsimile transfer, to the addressee at the address set forth below, and shall be deemed to have been delivered on the date of receipt of such notice, if hand delivered, or, if mailed, on the date the receipt for which the certified mail is signed or refused, by the addressee or its authorized agent or employee, or if by facsimile transfer, by confirmation of transmission. Either party may change the address for notice to that party by delivering written notice of such change in the manner provided above, such change to be effective not sooner than ten (10) days after the date of notice of change. If either party relies upon a hand delivery as described herein, then the party using this medium shall maintain an appropriate receipt of delivery, in the normal course of business.
QUALIFIED CONTRACTORS POOL - HLMP

FOR CITY:
   City of North Lauderdale
   701 SW 71st Avenue, North Lauderdale, FL 33068
   Facsimile No. (954) 597-4845

FOR CONTRACTOR:
   ______________________________________
   ______________________________________
   ______________________________________

FOR OWNER:
   ______________________________________
   ______________________________________

Section 30 - Disclaimer

The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that
the City is not party to this Contract; the City has no interest in this Contract; the City is acting solely as a conduit through
which state funds are made available to private individuals for mitigation of the Owner’s property; and that the City is not
responsible on behalf of either the Owner or Contractor for any actions, causes, suits, dues, sum of money, accounts,
variances, damages and liabilities whatsoever both in law and in equity or which may result from the existing state of
things which have existed or will exist between the Owner and Contractor.

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the ____ day of ________, 2019 and the
Owner has executed this Contract as of the date above first written.

THIS AGREEMENT REQUIRES A NOTARIZATION OF THE CONTRACTOR’S / OWNER’S SIGNATURE:

___________________________________________         ______________________
Contractor Signature                  Date

_____________________
License Number

STATE OF FLORIDA )
) ss:
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this ____ day of ________, 2019 by
________________________ who produced a ____________________ as identification, and stated that I am the person who
have executed the preceding Contract, I have full authority to execute this document and done so knowingly voluntarily and for the purposes expressed therein.

_________________________________________________________________
Notary Public Signature
   Notary Public Stamp/Seal:

Owner Signature                      Date

STATE OF FLORIDA  )
    ) ss:
COUNTY OF BROWARD  )

The foregoing instrument was acknowledged before me this _____ day of __________, 2019 by __________________________ who produced a __________________________ as identification, and stated that I/we are/am the person/people who have executed the preceding Contract, I/we fully authority to execute this document and done so knowingly voluntarily and for the purposes expressed therein.

_________________________________________________________________
Notary Public Signature
   Notary Public Stamp/Seal: