



REQUEST FOR PROPOSALS

**Economic Development
Strategy
Project
RFP # 17-10-371**

October 2017

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



Date: October 8, 2017

**REQUEST FOR PROPOSALS
ECONOMIC DEVELOPMENT STRATEGY
RFP # 17-10-371**

ALL PROSPECTIVE BIDDERS:

The City is requesting RFP'S from qualified person or firm to contract for consulting services to conduct a process to create a citywide Economic Development Strategic Plan. The completed strategic plan will provide a "road map" as to where to allocate Economic Development resources and how to generate local business expansion and new business attraction. RFP'S addressed to the Purchasing Agent of the City of North Lauderdale, Broward County, Florida, and will be accepted by the Office of the City Clerk, 701 SW 71st Avenue, North Lauderdale, Florida 33068 until 10:00 am local time on October 27, 2017.

Bid documents may be obtained from the City of North Lauderdale website at www.nlauderdale.org or DemandStar at www.demandstar.com. All communication regarding this bid shall be directed to Jean Joinville, Purchasing and Accounting Coordinator via email at jjoinville@nlauderdale.org. There is no charge for the documents. The bid documents contain the scope of work.

Project Schedule

The consultant's work schedule will begin immediately upon contract award and is expected to continue until the City of North Lauderdale approves the adoption of a complete plan. Our projected timeline for completion of this plan would be **six months** from commencement of project. A proposed work schedule with milestones should be submitted as part of the proposal.

The City of North Lauderdale reserves the right to reject any or all RFP'S, to waive any informalities or irregularities in any RFP received, to re-advertise for RFP'S, 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 RFP judged by the City to be the most advantageous, responsible, and most responsive.



Proposal Requirements

Proposers interested in responding to this RFP should prepare and submit a proposal that includes:

- **Cover Letter:** The cover letter is to be signed by an officer of the firm authorized to execute a contract with the City of North Lauderdale.
- **Consultant Qualifications:** This section shall describe the areas of expertise of current permanent staff and the scope of services that can be provided by the firm without the services of an outside consultant under the proposer's direction.
- **Project Workplan:** A description of project understanding (brief), detailed work approach and methodology. The workplan should list specific tasks and any specific considerations, options or alternatives.
- **Project Schedule:** Propose a timeline for completion of the Strategic Plan including start date, milestones and target completion date. Any assumptions regarding turnaround time for the City of North Lauderdale staff review should be clearly noted.
- **Fee Information:** Provide a detailed fee proposal by task for the services identified in the scope of services section of this RFP. Identify sub-tasks and the respective cost in your fee proposal as necessary.
- **References:** A list of projects completed by the proposer under which services similar to those required by this RFP were performed shall be listed in your proposal. An emphasis should be placed on projects undertaken within the past three years and those projects undertaken for public agencies located in similar sized communities. Include a brief description of the services, dates the services were provided, and name and telephone number or references familiar with the services provided.
- **Deadline and Delivery:** The proposer must supply four hard copies and one electronic copy of the proposal. Proposals may be mailed or hand-delivered, but in either case must be received and stamped by 10:00 a.m. on Friday, October 27, 2017.

Late proposals will not be considered. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this RFP.



CITY OF NORTH LAUDERDALE

Economic Development Strategy

BID #

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GENERAL TERMS AND CONDITIONS

DEFINITIONS

Wherever used in these General Terms and Conditions or in the other Contract Documents the following terms have the meanings indicated:

The term “**Addenda**” shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term “**Application for Payment**” shall mean the form furnished by the Consultant to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The term “**Amendment**” shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The terms “**Architect**” or “**Consultant**” shall refer to the professional that will contract with the City to provide professional architectural and/or design Services for this Project.

The term “**Best and Final Proposal(s)**” shall refer to the final quote submitted after negotiations are completed containing the Proposer’s most favorable terms for price, Services and products to be delivered.

The terms “**CBE**” or “**SBE**” Firms shall refer to a business that either: (1) qualifies as a “County Business Enterprise” (“CBE”) as defined in the Broward County Code, has a valid Broward County business tax receipt, and is located in and doing business in Broward County, or (2) qualifies as a “Small Business Enterprise” (“SBE”) as defined in the Broward County Code.

The term “**Chief Procurement Officer**” shall refer to the Director of the City’s Procurement Department.

The term “**City**” shall refer to the City of North Lauderdale, Florida, or its City Commission, as applicable.

The term “**City Manager**” shall mean the Chief Administrative Officer of the City.

The term “**Claim**” shall mean a demand, assertion, dispute or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The terms “**Contract**” or “**Agreement**” shall refer to the Contract that may result from this Request for Proposals. “**Contract**” shall refer to the enclosed contract, provided for illustrative purposes only, and subject to modification by the City.

The term “**Contract Documents**” shall mean the Request for Proposals, all attachments and exhibits, Qualification Forms (including the Quote, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications (if any), Drawings, and all addenda and Change Orders.



The term “**Contract Price**” shall mean the original contract amount established in the Proposal and awarded by the City, as may be amended by Change Order.

The term “**Contract Time**” shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order.

The term “**Day**” shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term “**Defective Work**” shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term “**Design Consultant**” or “Consultant” or “Architect” shall refer to the design professional engaged by the City to provide professional design Services for this Project.

The terms “**Drawings**” and/or “Plans” shall mean the official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work and which have been prepared by the Consultant and are referred to in the Contract Documents

The term “**Due Date and Time**” shall refer to the due date and time listed in the Solicitation Timetable stated in Section 2 of this Solicitation.

The term “**Effective Date of the Agreement**” shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The term “**Final Completion**” shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Consultant have been received by the City; and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term “**Goods**” shall refer to all Materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The terms “**Laws and Regulations**”, or “Laws” or “Regulations” shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term “**Local Business**” shall refer to a firm that is domiciled and doing business within the City of North Lauderdale City limits and complies with all City of North Lauderdale licensing requirements, and is current on all City taxes.



The term "**Materials**" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "**Notice of Intent to Award**" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "**Notice to Proceed**" shall mean any written notice issued by the City to the Successful Proposer authorizing the Successful Proposer to proceed with the Work.

The terms "**Procurement Office**" or "Procurement Department" shall refer to the Procurement Office of the City.

The term "**Proposal**" shall mean any offer(s) submitted in response to this Request for Proposals.

The term "**Proposal Forms**" shall mean the forms required to be submitted in accordance with this Request for Proposals.

The term "**Proposer**" shall refer to any Consultant submitting a Proposal in response to this Request for Proposals.

The terms "**Request for Proposals**", "RFP" or "Solicitation" shall mean this Request for Proposals, including all exhibits, attachments, amendments and change orders issued by the Procurement Department.

The terms "**Specifications**" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The terms "**Subcontractor**" or "Sub consultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and Materials, in connection with the Work or Services for the City, whether directly or indirectly on behalf of the Successful Proposer.

The term "**Successful Proposer**" shall refer to the Consultant receiving an award of a Contract as a result of this Request for Proposals.

The term "**Surety**" shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.

The term "**Taxes**" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.



The term “**Vendor**” shall mean all merchants, Material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under service contracts with the City and are delivering Services to the City.

The terms “**Work**”, “**Scope of Work**”, “**Scope of Services**”, “**Services**”, “**Program**”, “**Project**”, or “**Engagement**” shall mean all matters and things and includes all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.



The following instructions are given 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.

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 Consultant based solely on their bid being the lowest. Awards will be based on past performance and quality of work in addition to the Consultant’s bid.

If selected for a project, all bidders must perform to the satisfaction of the City prior to being considered for award of additional contracts. 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.

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 Consultant from any risk or from fulfilling all terms of the contract. **CONE OF SILENCE** - “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) 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 subcontractor of a vendor, or any other individual acting through or on behalf of any person seeking an award.

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 Agent, 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.



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 Agent 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 sent by electronic mail and posted on the City website and DemandStar.com not later than (3) days prior to the date fixed for the opening of bids. Failure of any 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. Consultant shall verify that he has all addenda before submitting his bid.

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.

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 Clerk's Office, City of North Lauderdale, Florida, 2nd Floor, City Hall, and must show the name of the bidder and a statement as to its contents. 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.

FILLING IN BIDS – All prices must be itemized. 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.

NON-COLLUSION – The bidder agrees that there has been no consorting with any other firm or employees from any other firm who will be submitting a bid on the same project.

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 or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the proposal informal.



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. If bidder does not attend the mandatory pre-bid meeting, it will result in an automatic rejection of bid.

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.

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.

TERMS OF CONTRACT – The project shall be substantially completed within **180** calendar days from the "notice to proceed".

MEASUREMENT AND PAYMENT – Payments and charges shall be in accordance with the Bid Proposal Schedules.

OWNER MAY STOP THE WORK – If the work performed by the Consultant is deficient, contrary to the bid documents or contract, or the CONSULTANT fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONSULTANT 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 CONSULTANT or any other party.

TERMINATION – The agreement described hereafter may be terminated by either party upon 30 days written notice to the other party.

CUSTOMER RELATIONS – The Consultant, all its employees under the supervision and control of the Consultant 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.



APPLICATION FOR PROGRESS PAYMENT –The City will not make progress payments under this contract. The Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City’s approval.

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

BID PRICES – All prices submitted must be firm through the completion of the project. Any bids containing escalation clauses will be rejected upon bid opening. The City of North Lauderdale will award payment within thirty (30) days of the conclusion of the work, and upon full acceptance.

AWARD OF AN AGREEMENT

A. Agreement.

This Solicitation contains the document entitled “AGREEMENT”. After award, a Contract similar to the Agreement, inclusive of all attachments and any modifications which the City ***in its sole discretion may make*** and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire agreement between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

B. Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

C. Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that the Contract does not grant any exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.



RFP TIMETABLE

Event	Time &/or Date
RFP Advertised	10/8/2017
Mandatory Pre-Proposal Conference	NONE
Deadline for Written Questions	10/19/2017 @ 5:00 PM
Due Date and Time for RFP	10/27/2017 @ 10:00 AM
Oral Presentations ** (if deemed necessary)	11/03/2017 @ 10:00 AM
Evaluation of Proposals by Staff	11/10/2017
Recommendation of RFP to City Commission award	11/14/2017



SCOPE OF WORK

The proposer's overall responsibility and scope of work is to prepare an Economic Development Strategic Plan containing goals, objectives, and implementation measures. The proposer shall provide professional services to support the following tasks:

- Review and analysis of existing demographic and socioeconomic data, labor force characteristics, sales tax revenue and other key economic data.
- Preparation of key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion into the plan. This task should include preparation of a market segmentation of the City's retail/commercial and industrial sectors.
- Summary of current local business composition and employment.
- Assess and produce inventory of local, state and federal resources programs that could assist with the implementation of the Strategic Plan.
- Conduct a strengths, weaknesses, opportunities, and constraints analysis (SWOC)
- Report on economic trends, projected areas of growth and the regional context.
- Preparation and facilitation of community input sessions (as needed).
- Preparation of a locally based Economic Development Strategy setting forth goals and objectives for taking advantage of the opportunities and solving the economic development challenges of the area.
- Preparation of an Economic Development Action Plan to include a budget for implementing the plans recommendations.



PROPOSAL SELECTION

The Community Development Director will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer, who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section.

EVALUATION OF PROPOSALS

A. Evaluation Method And Criteria

A Selection/Negotiation Committee has been appointed by the Community Development Director and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make an oral presentation of their product/service to the Evaluation and Selection Committee.

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

After presentations, if deemed applicable by committee, firms will be assigned a final score, with the firm having the proposal which is determined to be the most advantageous to the City moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of North Lauderdale.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]** – This refers to the adherence to all conditions and requirements of the Request for Proposals.
2. **Prior Experience of Proposer** – Proposer's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification.



This criteria includes:

- a. The qualifications and experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
 - b. Qualifications and experience of personnel to be assigned to the project, their experience with similar projects of management of services.
3. **Costs (Price)** – This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).
- a. The Proposer shall propose pricing based on the tasks required herein as a part of the Statement of Work.
4. **Quality of Response / Services to be Provided**
- a. Clearly demonstrated understanding of the work to be performed.
 - b. Ability to provide the types of services required by the City.
 - c. Completeness and reasonableness of the Proposer's plan/proposal for accomplishing the tasks.
 - d. Level of creativity demonstrated by the Proposer's proposed methodologies for meeting the requirements of this proposal.
 - e. The exact type and nature of the Proposer's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

Evaluation Criteria	Percent
Compliance with Request for Proposals [Mandatory]	0
Firm's reference information gathered & availability of services	35%
Relevant experience managing similar relationships of similar size, scope, and sector	20%
Qualifications and experience.	20%
Quality of Response / Scope of services	15%
Proposal Fee	10%
TOTAL	100%

These criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations. Once the Proposals are evaluated, a "short-list" may be selected by the Evaluation Committee to make presentations, if deemed necessary, to the Committee, prior to a recommendation for award. Such list and any final evaluation may utilize a relative ranking whereby the 1st ranked firm would be ranked as "1", the second ranked firm would be ranked as "2", and so on.



QUALIFICATION STATEMENT

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 _____

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?

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 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.

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, if 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)



INSURANCE REQUIREMENTS

Proposer agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local Laws and Regulations now in effect or hereinafter enacted during the term of the Contract that are applicable to Successful Proposer, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by Law. Proposer shall maintain such insurance in full force and effect during the life of the Contract. Proposer shall provide the City's Risk Manager with certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Proposer shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation Laws apply.

Proposer shall indemnify and save the City harmless from any damage resulting to them for failure of either Proposer or any Subcontractor to secure or maintain such insurance. For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.



PUBLIC ENTITY CRIMES

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.

RFP # 17-10-371

**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 OFFICIER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with **RFP #17-10-371** *Economic Development Strategic Plan.*
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 statement 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 (Please indicate which additional statement 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 or 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 from 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.)



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-COLLUSIVE AFFIDAVIT

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)



ACKNOWLEDGMENT

State of Florida
County of _____

On this the ____ day of _____, 2017, 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:**

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

- Personally known to me, or
- Produced identification:

(Type of 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 _____, 2017.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

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

**NOTARY PUBLIC
SEAL OF OFFICE:**

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

- Personally known to me, or
- Produced identification:

(Type of identification)

DID take oath, or DID NOT take oath

OPTIONAL INFORMAITON:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized _____



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2017, by and between:

THE CITY OF NORTH LAUDERDALE, a municipal corporation of the State of Florida with a business address of 701 SW 71st Avenue, Florida 33068 hereinafter referred to as "CITY",

and

_____, a company authorized to do business in the State of Florida, with a business address _____, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, The CITY has heretofore invited bids for a CITY Economic Development ("Project") identified by bid number and project number RFP #17-10-371 and commonly referred to as: **Economic Development Strategy Project (the "Work", "Project" or "Services") – Bid #_____.**

WHEREAS, Consultant, in compliance with the bidding requirements announced by the CITY, submitted a bid on the _____ day of _____, 20____, for the total bid amount of \$ _____; and

WHEREAS, on the _____ day of _____, 20____, the CITY Commission designated CONSULTANT as having submitted the bid that was most advantageous to the CITY and authorized the execution of this Contract; and,

WHEREAS, the Parties agree that the Project is scheduled to achieve Substantial Completion without interruption within **(180)** calendar days as specified in the Notice to Proceed, subject to CITY approved time extensions.

ARTICLE 1
PREAMBLE

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



1.1 The Parties agree that:

- 1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference, as if fully set forth herein.
- 1.1.2 On _____, the bids were opened at the offices of the City Clerk.
- 1.1.3 On _____, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services for the “**Economic Development Project – Bid #17-10-371**”, in accordance with the Scope of Services outlined in the specifications. CONSULTANT agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONSULTANT agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City’s Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

2.3 CONSULTANT shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

2.4 CONSULTANT agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

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

2.6 CONSULTANT hereby represents to CITY that CONSULTANT is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONSULTANT agrees to maintain such licenses during the term of this Agreement and provided documentation of such to the Building Department during the permitting process. If CONSULTANT's license is revoked, suspended, or terminated for any reason by any governmental agency, CONSULTANT shall notify the CITY immediately.



2.7 CONSULTANT shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONSULTANT, its employees, agents or subcontractor, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONSULTANT shall:

- 2.8.1 Consultant agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.
- 2.8.2 Consultant shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.
- 2.8.3 Consultant agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.
- 2.8.4 Observe and comply with the provisions of the charter, ordinances, codes and regulations of the CITY.
- 2.8.5 Obtain written approval from the CITY of all subcontractors not disclosed in the CONSULTANT's bid document.
- 2.8.6 Perform such other tasks as set forth in the Contract Documents.
- 2.8.7 Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the award of the Project.
- 2.8.8. The CONSULTANT will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractor or suppliers.
- 2.8.9. The CONSULTANT warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the CITY.



2.9 CITY'S OBLIGATIONS:

- 2.9.1 In exchange for the Services to be performed by Consultant, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Consultant pursuant to the Scope of Services in the amount of \$_____."
- 2.9.2 Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.
- 2.9.3 On satisfactory completion of the Project, provide a written final acceptance and payment within thirty (30) days for the entire Project.

2.10 COMMENCEMENT OF WORK

- 2.10.1 CONSULTANT is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, attached as Exhibit "B."
- 2.10.2 Time is the essence of the Contract. In the event the CONSULTANT shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract Documents, the CONSULTANT shall be liable to the CITY, as liquidated damages, the amount stipulated in Section 15.1.2.0 herein below for each and every calendar day that the CONSULTANT shall be in default of achieving certification of Substantial Completion.
- 2.10.3 CONSULTANT shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractor from those proposed in CONSULTANT's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that CITY may, within a reasonable time, object to as incompetent or as unfit.



ARTICLE 3
TERM AND TERMINATION

3.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule as set forth in Exhibit "B". With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Consultant has no control, if City approves such extensions in writing.

3.2 This Agreement may be terminated by the City at any time before the Notice to Proceed. If this Agreement is canceled in this manner, the CONSULTANT shall not be entitled to any compensation as a result of this Agreement.

3.3 Termination for Convenience: This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Consultant. In the event of termination by City, Consultant shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Consultant in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Consultant's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Consultant shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

3.4 Default by CONSULTANT: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONSULTANT 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 ten (10) days after receipt by CONSULTANT of written notice of such neglect or failure. The determination as to whether CONSULTANT has defaulted is in the sole, exclusive, and unilateral discretion of the City.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

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

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



Consultant's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Consultant hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Consultant's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent.

ARTICLE 5
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

5.1 During the performance of the Agreement, neither CONSULTANT nor its sub consultants shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that he/she/it will ensure that sub consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 6
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 7
VENUE

7.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.



ARTICLE 8
SIGNATORY AUTHORITY

8.1 CONSULTANT shall provide CITY with copies of requisite documentation evidencing that the signator for CONSULTANT has the authority to enter into this Agreement.

ARTICLE 9
MERGER; AMENDMENT

9.1 This Agreement constitutes the entire Agreement between CONSULTANT and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.

ARTICLE 10
MISCELLANEOUS

10.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

10.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

10.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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



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

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

CITY Ambreen Bhatti, City Manager
City of North Lauderdale
701 SW 71 Avenue
North Lauderdale, Florida 33068
Telephone No. (954) 722-0900

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Consultant [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

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

10.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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



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

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

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

10.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

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

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

10.16 **Public Records**. In order to comply with Florida's public records laws, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under this Contract.
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of this Contract and destroy any duplicate public records that are confidential and/or exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.



IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA VANCHERI, CITY CLERK, THE CUSTODIAN OF PUBLIC RECORDS (954) 724-7056, pvancheri@nlauderdale.org, 701 SW 71 Avenue, North Lauderdale, Florida 33068.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Patricia Vancheri, CMC

Ambreen Bhatti, City Manager

(SEAL)

WITNESS

WITNESS

CONSULTANT

ADDRESS:

PHONE: _____

APPROVED AS TO FORM:

Samuel Goren, City Attorney



PROPOSAL COVER SHEET – RFP# 17-10-371

PROPOSER'S NAME (Name of firm, entity, or organization): _____	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
EMAIL ADDRESS: _____	
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: () _____	FAX: () _____
PROPOSER'S ORGANIZATION STRUCTURE: ____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain): _____	
IF CORPORATION: Date Incorporated/Organized: _____ State of Incorporation/Organization: _____ States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS: _____ _____	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: _____ _____	
PROPOSER'S AUTHORIZED SIGNATURE: The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____ _____	Date: _____
Print Name: _____ _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**



ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER:

(Company Name)

(Signature)

(Print Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**



PROPOSER’S INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed “Non-Responsive.”

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida business tax receipt type and number: _____
- (3) County (state county) business tax receipt type number: _____
- (4) City business tax receipt license type and number: _____

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experiences providing services/commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)



PROPOSER'S INFORMATION FORM (CONTINUED)

Please list five Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____



PROPOSER'S INFORMATION FORM (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**