

**Request for Qualifications
RFQ 2024-019**

STATE AND FEDERAL HOUSING PROJECT MANAGEMENT FIRMS



City of Lauderhill

**Issued for the
Finance Department**

Visit us on the web at

www.lauderhill-fl.gov

Advertise Dates: February 2, 2024 and February 9, 2024

Opens: February 29, 2024

Date Issued: February 2, 2024

REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed statements of qualifications for the following work as specified:

RFQ 2024-019 STATE AND FEDERAL HOUSING PROJECT MANAGEMENT FIRMS

The City of Lauderhill will be accepting sealed statements of qualifications until 9:45 AM on **February 29, 2024** and will open such statements of qualifications at 10:00 AM. All proposal shall be submitted via IonWave <https://lauderhill.ionwave.net/> . **Proposals received after 9:45 AM. EST will not be considered and will be returned unopened.**

The City of Lauderhill ("City") is seeking statements of qualifications from qualified firms to manage, implement and provide project management services for the City's State and Federal housing rehabilitation grant programs for a term of two (2) years with one (1) additional year renewal. The housing rehabilitation grant programs are funded through the U.S. Department of Housing and Urban Development (HUD) with Home Investment Partnership (HOME) funds and Florida Housing Finance Corporation (FHFC) with State Housing Initiatives Partnership (SHIP) funds. The program targets eligible single-family homeowners with incomes at or below 120% of the area median income (AMI).

The statement of the work may be obtained on or after **January 30, 2024** at IonWave (<https://lauderhill.ionwave.net/>) and the City's website.

Responsible questions regarding this RFQ offering may be directed to Purchasing via IonWave site only. The last date for questions pertaining to this proposal is **ten days before due date**. Questions after this date will not be answered.

The City Commission reserves the right to reject any or all Request for Qualifications (RFQ), waive any and all informalities or irregularities, re-advertise for RFQ's to award in whole or in part to one or more proposer's or take any other such actions that may be deemed to be in the best interest of the citizens of Lauderhill. **The successful proposers are required to enter into a contract with the City of Lauderhill.**

Per Section 287.05701, Florida Statutes, the City of Lauderhill will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

The City of Lauderhill does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.



Kentrea White
Purchasing and Inventory Supervisor

CITY OF LAUDERHILL, FLORIDA
5581 W. Oakland Park Blvd.
Lauderhill, Florida, 33313

Advertise Dates:

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STATEMENT OF NON- PARTICIPATION
Proposal NO.: RFQ 2024-019

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division
City of Lauderhill
5581 W. Oakland Park Blvd. Suite 230
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications proprietary
- Cannot supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects _____yes _____no

Signature: _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 **City:** The City of Lauderhill, Florida.
- 1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 **Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 **Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 **Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 **Purchasing Office:** The Purchasing Division of Department of Finance in the City of Lauderhill.
- 1.8 **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 **Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Qualification.
- 1.10 **Request for Qualification, “RFQ”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 **Request For Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.

- 1.12 Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SECTION 2 – SCOPE OF SERVICES

I. GENERAL

1. PURPOSE

- A. Intent of RFQ:** It is the intent of the CITY to request qualifications from qualified firms to perform Project Management services. The initial agreement will be for a term of one year. The contract will be re-evaluated after one year, and the selected firm, at the sole discretion of the City, may be authorized to sign a maximum of a two-year contract extension depending on available state and federal funding.
- B. Background:** The CITY offers a range of affordable housing services to provide accessible opportunities for income-eligible residents to participate in housing assistance programs administered under the SHIP and HOME Programs. Owner-occupied rehabilitation services include: correction of code violations, health and safety issues, electrical and plumbing as deemed health and safety, repair or replacement of roofing, windows, doors, and air conditioning units.

2. CONTRACT AWARDS/TERM OF CONTRACT: The CITY anticipates entering into a contract with the firm(s) who submits the statement of qualifications judged to be most advantageous to the City for a term of two (2) years with one (1) additional year renewal. The Proposer understands that this RFQ does not constitute an agreement or a contract with the Proposer. A contract is not binding until the contract is approved by the City of Lauderhill Commission and both parties execute a contract.

3. PROPOSAL REQUIREMENTS:

A. STATEMENT OF QUALIFICATIONS

The statement of qualifications must fully describe the proposer's ability to perform the requested project management services and other duties as more fully described in Part II, Scope of Services.

B. COMMITMENT

Commitment that the key team members have been with the firm for a significant amount of time to indicate or reasonably appear that they will be with the respective firm for the term of the agreement. Replacement of key team members will not be permitted without prior consultation and approval by the City.

C. WORKPLACE/SCOPE OF SERVICES

A description of the approach to the work involved, demonstrative methodology. The description must clearly identify and describe any additional actions beyond the Scope of Services that the consultant team may recommend to meet federal, state, county, and local requirements.

D. SCHEDULE

Provide a general schedule for the anticipated completion of a rehabilitation project. Provide a plan on how the firm will ensure the expenditure of funds within the fiscal year to meet state and federal guidelines.

E. COMPENSATION/FEE SCHEDULE

The consultant team shall provide the administrative cost percentage per project that shall not exceeded. All administrative fees shall be covered via SHIP and HOME funds. The consultant team shall provide a breakdown of the fees charged per task that comprise the percentage.

F. ADDITIONAL INFORMATION

Any additional information that would reflect the bidder's ability to provide the services described in this RFQ.

G. DEVELOPMENT COSTS: The CITY shall not be liable for any expense incurred in connection with preparation of a response to the Request for Qualification. Proposers should prepare a straightforward and concise description of their ability to meet the requirements of the RFQ.

4. **INQUIRIES.** Proposers may submit written, inquiries regarding this RFQ [in](https://lauderhill.ionwave.net/) the IonWave system <https://lauderhill.ionwave.net/>. The CITY will respond to written inquiries received at least ten (10) days prior to the RFQ due date.

The CITY will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through IonWave.

5. SUBMISSION AND WITHDRAWAL. The CITY will receive **SEALED** statements of qualifications via IonWave .

Statements of qualifications received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eight (180) calendar days to provide the

CITY the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

6. PRE-PROPOSAL MEETING. A pre-proposal meeting will not be held for this project.

7. PRESENTATIONS. The Professional Services Committee may conduct discussions with no less than three (3) firms and may require presentations by those respective firms regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for presentations. Presentations/Oral Interviews are closed to the Public per Chapter 286, as amended, of the Florida Statutes

8. DRUG FREE WORKPLACE. The City of Lauderhill is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

9. PUBLIC ENTITY CRIMES STATEMENT. In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.07, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

10. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (M/WBE). M/WBEs are encouraged to participate in the proposal process. All M/WBEs shall be certified as a Minority Business Enterprise in the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for in 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agreement an interlocal agreement with the State of Florida should accompany the RFQ submission.

11. REGULATIONS. Violation of any local, state, or federal law in the performance of this Contract shall constitute a material breach of this Contract.

12. CANCELLATION. The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this contract, in whole or in part, by providing the firm seven (7) calendar day's written notice by certified mail.

13. RESERVED RIGHTS. The CITY reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the CITY.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination.

14. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. City of Lauderhill, Broward County, Florida in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

15. PERFORMANCE EVALUATION. At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

16. INSURANCE REQUIREMENTS. The successful firm shall be required to supply, at their cost, the following insurance coverage:

- A.** Before performing any contract work, **CONSULTANT** shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet at least A-VII per Best's Key Rating Guide and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee.
- B.** All insurance carriers shall and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City thirty (30) days' notice prior to cancellation. The Consultant's liability insurance policies shall be endorsed to add the City of Lauderhill as an "additional insured". The Consultant's Worker Compensation carrier will provide a Waiver of Subrogation to the City.
- C.** The Consultant shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Consultant purchase a bond to cover the full amount of the deductible or self-insured retention.

D. The City reserves the right to require higher limits depending upon the scope of work under this Agreement. Neither Consultant nor any sub-Consultant shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Consultant will ensure that all sub-consultants will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

E. GOVERNING LAW:

INTERESTED VENDORS WILL AGREE THAT CONTRACTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. VENUE WILL BE IN BROWARD COUNTY.

The firm with whom a contract will be negotiated will be required to complete the following forms entitled, "Sworn Statement under Sec. 287.133(c) (a), F.S., on Public Entity Crimes", "Non-Collusive Affidavit" and "Drug Free Workplace Certification".

- i. **Workers Compensation**. Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- ii. **Comprehensive Commercial General Liability Insurance**. Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.
- iii. **Automobile Insurance**. To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
- iv. **Professional Liability Insurance**: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum of \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. **CONSULTANT** warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed. "Claims-Made" forms are acceptable for Professional Liability Insurance.

17. INDEMNITY. The CONSULTANT shall indemnify and hold harmless the CITY, its Commissioners, officers and employees, from all liabilities, damages, losses and costs

(including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or CONSULTANT's officers, employees agents, and other persons employed or utilized by the CONSULTANT in the performance of, or the failure to perform, the Agreement. The CITY shall provide all available information and assistance that the CONSULTANT may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits require din this Contract may or may not be adequate to protect the CITY and such insurance coverage shall not be deemed a limitation on the CONSULTANT's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provisions, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at bot trial and appellate levels).

18. CONTRACTING WITH CITY EMPLOYEES OR BOAD MEMBERS. Any CITY employee, board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or his designated representative prior to submittal of a response or application of any type to Contract with the CITY. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, and Local Government Attorneys controls contracting with CITY employees or board members, and provides as follows:

(12) EXEMPTION. –The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

19. NON-DISCRIMINATION. The City of Lauderhill does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services Pursuant to Subsection 287.134(2)(a), F.S., an entity of affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

20. TITLE VI NONDISCRIMINATION POLICY STATEMENT. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment.** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) Information and Records. The Contractor shall provide all information and reports required by the local, county, or state Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

21. CIVIL RIGHTS – The following requirements apply to this Agreement (if applicable):

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332:

“The CONSULTANT or SUBCONSULTANT shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBCONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT or SUBCONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the CITY deems appropriate.”

Each subcontract the CONSULTANT OR SUBCONSULTANT signs in regards to their federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONSULTANT or SUBCONSULTANT agrees to comply with all applicable Federal implementing regulations and other implementing requirements the Federal Government may issue.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this AGREEMENT.

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT or SUBCONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations “Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor, “ 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity, “ 42 U.S.C. § 2000e note), and with an applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT OR SUBCONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT or SUBCONSULTANT agrees to comply with any implementing requirements the Federal government may issue.

(2) Age. In accordance with Section 4 of the Age Discrimination in Employment act of 1967, as amended, 29 U.S.C § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT or SUBCONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT or SUBCONSULTANT agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or SUBCONSULTANT agree3s that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition the CONSULTANT or SUBCONSULTANT agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONSULTANT or SUBCONSULTANT agrees to comply with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency, “42 U.S.C. § 2000d-1 note, and with the provision of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to

Limited English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22, 2001.

- (5) Drug or Alcohol Abuse. Confidentiality and other Civil Rights Protections – to the extent applicable, the CONSULTANT or SUBCONSULTANT agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.
- (6) Other Nondiscrimination Laws – The CONSULTANT or SUBCONSULTANT agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT or SUBCONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

22. STATE REGISTRATION REQUIREMENTS. Any proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617 or 621 Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting in response to this RFQ shall have complied with the applicable provisions of Chapter 321, Florida Statutes.

23. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) (APPLICABLE for State/Federal Projects only). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for the use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web Site: <http://www.dhs.gov/E-Verify>.

II. SCOPE OF SERVICES

1. SCOPE OF SERVICES.

The listed activities below provide a general summary of the required duties expected of the consultant team.

- a. **Manual**: The consultant team shall evaluate the City's existing program guidelines and shall recommend program changes that meet federal, state, county and local regulations.
- b. **Trilingual Capabilities**: The Program requires trilingual (English, Spanish, Creole) capacities, and the selected team will be required to provide applicable staff.
- c. **Project Files**: The consultant team must create all project files that meet applicable FHFC and HUD requirements regarding maintenance of documentation for monitoring and auditing purposes.
- d. **Review and Approval**: Pursuant to federal, state, and local regulations. The consultant team shall review client applications to confirm applicant's financial and eligibility status.
- e. **Environmental Review**: All properties assisted under the rehab programs will be subject to an Environmental Review (Tier II) by the City prior to rehabilitation commencing. The consultant team will be required to prepare the information necessary to meet the environmental review per 24 CFR Part 58.
- f. **Rehabilitation**: Rehabilitation paid with both federal and state program will require following the most stringent program rules and regulations associated with the grant-funding source.

This includes, but is not limited to:

1. Conduct property inspections to identify requested work eligible under the program guidelines, as well as meeting the City of Lauderhill Building and Planning Division's requirements.
2. Prepare work write-ups, describing necessary repairs and improvements including line item cost estimates.
3. Obtain required signatures, put out to bid, perform bid opening, evaluate bids, etc.
4. Perform title searches for each applicant to be assisted.
5. Keep updated contractor's list provided by the City with all eligible requirements including proof of insurance, verification with the Excluded Parties Listing Systems, and Florida Contractor's State License Board. Consulting team shall also obtain all subcontractors hired by the contractor for each recipient and ensure that the release of liens, payment confirmation, and debarment checks are included in each file assisted.

6. Ensure professional plans are submitted to the Building Division and that contractors obtain permits.
 7. Conduct pre-construction conferences with the contractor and homeowner.
 8. Prepare mortgage and note documents for recording and homeowner/city agreement. Recordation is completed by the City.
 9. Monitor construction for compliance with the program requirements and assure that all work is professional and includes proper materials.
 10. Conduct and document progress inspections during the project. Inspections must be done by a certified inspector. Initial inspection must meet HQS standards.
- g. **Photos:** Take before and after photos including work to be done, work in progress, and completed improvements.
- h. **Property Standards:** All rehabilitation projects funded with rehabilitation funds must meet local and state building codes and zoning ordinances.
- i. **Energy Efficiency:** Plans should incorporate energy efficiency measures through materials, heating, ventilation and air conditioning (HVAC) systems, design, and site orientation where feasible.
- j. **Lead-Based Paint:** If a rehabilitated home was built prior to January 1, 1978, rehabilitation must comply with HUD lead-based paint rules (24 CFR Part 35). A lead-based paint risk assessment for lead based paint hazards shall be conducted, and rehabilitation work must be done by contractors meeting the requirements of the HUD rule and EPA Renovation, Repair and Painting rule.
- k. **Final Inspection:** Conduct final inspections and close out project with all necessary lien releases, notices of completion and Building Inspector's final permit card. Interface with the City's Building and Planning Divisions as necessary.
- l. **Final Documentation:** Prepare and provided (with all applicable signatures) all payment requests to City staff, including lien releases, change orders, and all other required documents. The consultant team shall ensure that property warranty information is provided to the homeowner and have them sign a notice to this effect.
- m. **Reporting:** The consultant team will be expected to collect and report information per each applicant about the uses of funds at least monthly, including, but not limited to:
1. Property location & activity
 2. Funding source budgeted and expended (all funding sources)
 3. Beginning and ending dates of activities
 4. Other data needed to support HUD and FHFC reporting requirements and performance measures

5. Income, family composition, and other information required to document eligibility.
- n. **Disputes:** The consulting team shall handle and document any dispute that may arise with the homeowner and contractor.

EVALUATION

1. **EVALUATION METHOD AND CRITERIA.** All responses will be subject to a review and evaluation process. It is the intent of the CITY that all proposers responding to the RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The CITY will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFQ, and any additional data that the CONSULTANT deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the CITY, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the CITY in a written format. Such clarification request will provide proposers with an opportunity to answer any questions the CITY may have on a proposer's submittal.

- A. **GENERAL.** The CITY shall be the sole judge as to the merits of the proposal(s), and the resulting agreement. The CITY's decision will be final. The CITY's evaluation criteria will include, but shall not be limited to, considerations listed under Part II Scope of Services.
- B. **AWARD CRITERIA.** The award of this RFQ may be in total or in part, to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the CITY indicates that the award will be in the best interest of the CITY.
- C. **EVALUATION CRITERIA.** Proposals will be reviewed by staff from the City of Lauderhill and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA	POINTS Percentage (Weight)
Organization Capabilities	25
Staff Qualifications	25
References Provide five (5) Verification Performance Forms	10
Price	30
Local preference	10
TOTAL	100

D. SELECTION. The Review Committee shall evaluate and rank the statements of qualification submitted by all responsive firms. Discussions are **not** open to the public. Please see schedule below and ensure that a representative of your firm will be available. Oral Presentations/Interviews may be requested by the Review Committee from the top three (3) or more ranked firms. Contract negotiations would then commence with the top ranked firm.

If presentations are not requested. Contract negotiations will then commence with the top ranked firm pending City Manager approval. The department will prepare the agenda item for the next available commission meeting and request the City Commission to approve the contract.

If presentations are requested. Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The CITY will allocate equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award. Upon completion of the oral presentations, the Committee will rank the top

three proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the CITY. The Department will prepare the agenda item for the next available commission meeting requesting the CITY Commission to approve the contract. Price shall not be the sole determining factor for selection, as indicated in the following section. The award shall be made by the City Commission to the proposer whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Lauderhill reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the City.

III. REQUIRED FORMS

Proposer Check List

Please indicate by () that you have included the following documentation with your proposal:

() The Proposer shall submit proof that the company is authorized to do business in the State of Florida

() If Proposer is MBE/WBE, please include a copy of the certificate from the Department of Management Services with the proposal

() Proposer has reviewed all the insurance requirements and is able to meet the requirements

The following are forms that must be executed and returned with your submittal:

Proposer's Check List

Submittal Signature Form

Drug-Free Workplace

Public Entity Crime Information

Non-Collusion Affidavit

Statement of Organization

Conflict of Interest Form

Consultant Affidavit

Certification Regarding Debarment

Certification for Disclosure of Lobbying Activities

Truth-In-Negotiation Certification

COMPANY: _____

SIGNATURE: _____

SECTION 8 - SELECTION PROCEDURE

- 8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for selecting the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- 8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.
- 8.4 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9- REJECTION CRITERIA

- 9.1 Your proposal shall be considered non-responsive if any of the following criteria exist, (this list is not all-inclusive):
- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order, and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.

- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The Proposal signature page and certification is not properly executed.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE REQUIREMENTS

- 11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This **MUST** be written in the description section of the insurance certificate, Even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.
- 11.2 The City of Lauderhill shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing Division.
- 11.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“ rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.
- 11.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers’ Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the

Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>

11.5 Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

11.6 Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury	\$500,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

- 11.7 A copy of ANY current Certificate of Insurance should be included with your proposal.
- 11.8 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.
- 11.9 Certificate holder should be addressed as follows:
City of Lauderhill
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

SECTION 12 – GENERAL CONDITIONS

- 12.1 The Request for Proposal is open to any not-for-profit and/or for profit organization holding a contractor's license to design and build single family homes.
- 12.2 The Bidder must provide a copy of its general contractor's license with Broward County, Florida to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of the RFP.
- 12.3 The Bidder (other than governmental agencies) must provide a copy of its occupational license with Broward County to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of RFP.
- 12.4 Not-for- Profit agencies must provide IRS501(c) (3) letter with their submittal.
- 12.5 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.
- 12.6 **EXPENSES**: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.
- 12.7 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.
- 12.8 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for

a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 12.9 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request For Proposal and the monies which may become due hereunder are not assignable, in whole or part.
- 12.10 **INDEMNIFICATION**: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives. The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.
Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 12.11 **PROPOSALS TO REMAIN OPEN**: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.
- 12.12 **ANNUAL APPROPRIATION**: Any Contract issued is conditional upon the City appropriating funding to implement the Contract.
- 12.13 **EMPLOYEES**: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and

omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

- 12.14 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.
- 12.15 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.
- 12.16 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1

Title Page to include the following:

1. Project name and number
2. Name of firm or individual submitting the submittal
3. Address
4. Telephone number, e-mail address, name of contact person, and date of submittal
5. Insert Proposer's Qualification Statement (Attachment "A")

TAB #2

Statement of Capabilities:

1. Company overview
2. Name, address, and telephone number
3. Principal company contact
4. Number of years in business

TAB #3

Specific Related Experience of the Firm

Experience and qualifications of firm or individuals including experience of key personnel who will be assigned to project and similar project experience. A list of at least five (5) projects, similar to the scope of projects contemplated herein. Please give the name, location, and description of the project; name, address and phone number of the owner's representative; and start and completion dates

Tab #4

Project Approach

An explanation of the firm's approach and experience managing and providing State and Federal Rehabilitation Project Managers. Provide examples of past work product and type of work

TAB #5

Attachments:

Insert:

Non-Collusive Affidavit (Attachment "B")

Cost Schedule (Attachment "C")

Confirmation of Drug-Free Workplace (Attachment "D")

Signature Page (Attachment "E")

Acknowledgement of Addendums (Attachment "F")

Certificate of Insurance, and Licenses

Section 3 Certification

Debarment Certification

Performance Verification Form

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS 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 and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____

(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

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

The business is a: Sole Proprietorship Partnership
 Corporation

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 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 Contract Administrator, whose approval shall not be reasonably withheld.

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 (5) 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 during the last five (5) years? If so, provide details.

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)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER _____ is _____ the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element 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 Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by 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 affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires:

**ATTACHMENT "C"
COST SCHEDULE**

Cost Proposal

File Maintenance (accounting, recordkeeping, preparation of lien document, preparation of contracts, closeout, and reports)

Housing Inspections (completed by a licensed inspector)

Conduct On-Site Visits

Prepare and issue bid documents

Construction project management

Total (Per Client)

ATTACHMENT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Lauderhill and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Lauderhill and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this ____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness

Printed

Title

Company

By

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderhill, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____
by _____ who is personally known to me or who has presented the following type of
identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20 ____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____
by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number