## Request for Qualifications RFQ 2024-018

#### STATE AND FEDERAL TECHNICAL ASSISTANCE CONSULTANT



**City of Lauderhill** 

**Issued for the** 

**Grants Administration** 

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www.lauderhill-fl.gov

Advertise Dates: January 17, 2024 and January 24, 2024 Opens: February 22, 2024

Date Issued: January 22, 2024

#### **REQUEST FOR QUALIFICATIONS**

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

#### RFQ 2024-018

#### STATE AND FEDERAL TECHNICAL ASSISTANCE CONSULTANT

The City of Lauderhill will be accepting sealed statements of qualifications until 12:45 PM on **February 22**, **2024** and will open such proposals at 1:00 P.M. All proposal shall be submitted via IonWave <a href="https://lauderhill.ionwave.net/">https://lauderhill.ionwave.net/</a>. **Proposals received after 12:45 P.M. EST will not be considered and will be returned unopened.** 

It is the intent of the City of Lauderhill to select a firm or firms to provide professional remote and/or onsite, technical assistance for all aspects of program management for the Community Development Block Grant (CDBG) program. The CITY anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City for a term of two (2) years with one (1) additional year renewal.

The statement of the work may be obtained on or after **January 17, 2024** at IonWave (<a href="https://lauderhill.ionwave.net">https://lauderhill.ionwave.net</a>) 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 Commission of the City of Lauderhill reserves the right to reject any or all Request for Qualifications (RFQ), waive any and all informalities or irregularities, readvertise 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 winning proposers are required to enter into a contract with the City of Lauderhill.

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

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#### STATE AND FEDERAL TECHNICAL ASSISTANCE CONSULTANT

## STATEMENT OF NON- PARTICIPATION Proposal NO.: RFQ 2024-018

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 partic	cipate 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	d list for future projectsyesno
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**

#### **GENERAL PURPOSE**

- A. **Intent of RFQ**: It is the intent of the City of Lauderhill to select a firm or firms to provide professional remote and/or onsite, technical assistance for all aspects of program management for the Community Development Block Grant (CDBG) program.
- **B. Background:** The CITY has received funding from the federal government to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic development opportunities, principally for low- and moderate-income persons. The CITY wishes to contract the stated services related to this funding source from a qualified firm.
- 2. CONTRACT AWARDS/TERM OF CONTRACT: The CITY anticipates entering into contract with the firm(s) who submits the proposal judged to be most advantageous to the City. 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. SCOPE OF SERVICES:

Interested consulting firms shall submit their responses to this Request for Qualifications to provide on-going, remote, and on-site, technical assistance for all aspects of program management for the CDBG Program. Services shall include regulatory scheduled site visits as well as remote technical assistance as needed. Remote technical assistance shall be available via conference calls, emails, webinar style screen sharing sessions as required by staff. The selected firm will provide the following:

- Review and update Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programmatic policies and procedures on an annual basis.
- Compliance management assistance related to CDBG commitments and timeliness requirements
- Annual Action Plans and CAPER inputs into Integrated Disbursement and Information System (IDIS)
- Environmental Reviews
- All IDIS functions including but not limited to:

- Project and activity setup
- Activity funding
- Beneficiary reporting
- o Program income receipts
- o Micro-strategies reports
- Drawdown preparations
- Assistance with submission of quarterly SF-425's
- Review and update of City's Citizen Participation Plan
- Assistance conducting sub recipient monitoring
- Review of HOME CDBG and SHIP Housing Assistance Plans
- Section 3 compliance and reporting
- Davis Bacon compliance and reporting
- Project Underwriting and feasibility analysis
- Assistance with preparations for HUD monitoring

Fee for service shall include an hourly rate and the manner at which the firm bills for travel time. If a monthly retainer arrangement is available, please provide the details and pricing for that arrangement separately for consideration.

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

The CITY will record its responses to inquires and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at <a href="www.lauderhill-fl.gov">www.lauderhill-fl.gov</a> or IonWave website at <a href="https://lauderhill.ionwave.net/">https://lauderhill.ionwave.net/</a>. It shall be the responsibility of the Proposer to contact the purchasing department to determine if addenda were issued; acknowledging, and incorporating them into their RFP.

- **5. PRE-PROPOSAL MEETING.** A pre-proposal meeting will **not** be held for this project.
- **6. PRESENTATIONS**. The Review 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 a s 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.
  - i. <u>Workers Compensation</u>. 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. <u>Comprehensive Commercial General Liability Insurance.</u>
    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).

#### E. 18. GOVERNING LAW:

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

- 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.
- 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 975, 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 Ac t 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: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a>.

### I. REQUIRED FORMS

### Proposer Check List

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 $\frac{1}{2}$
The following are forms that <u>must</u> 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 3 - QUALIFICATIONS**

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. In addition, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The proposal shall include a list of person(s) who would conduct inspections, their credentials/certifications, and three (3) references with contact name and number.

#### **SECTION 4 - TERM OF CONTRACT**

4.1

The City anticipates awarding a two (2) Year contract with the option to renew one (1) year renewal to the contractor that submits the best overall proposal based on the CITY's evaluation criteria listed in Section 7.

The CITY reserves the right at its' sole discretion to award or not award a contract for this service. Failure to complete work or satisfy deadline requirements shall result in termination of any future obligations of the City of Lauderhill to the vendor.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

#### **SECTION 5 - INQUIRIES/AVAILABILITY**

5.2 5.1 Inquiries concerning Proposal Submittals should be made in writing via ionWave Solicitation documents shall be obtained on IonWave <a href="https://lauderhill.ionwave.net/">https://lauderhill.ionwave.net/</a>.

5.3

CONTACT WITH PERSONNEL OF THE CITY OF LAUDERHILL OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

#### SECTION 6 - SUBMITTAL INFORMATION: How, When & Where

6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request For Proposal (RFQ) number) copies of the Proposal, each identified as follows:

**RFP No.:** RFQ 2024-018

RFP Name: STATE AND FEDERAL TECHNICAL ASSISTANCE CONSULTANT

Due Date/ Time: February 22, 2024 @

12:45 P.M.

- 6.2 All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and six (6) bound copies along with a PDF [a total of eight (8)] of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.
- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

#### **SECTION 7 - EVALUATION METHODOLOGY**

#### **Evaluation Criteria**

The selected Contractors will be selected to be placed on the Contractor Roster. The City reserves the right to accept or reject any or all submissions and to waive any informalities or irregularities concerning the proposals when such rejection or waiver is deemed to be in the best interest of the citizens of the City of Lauderhill.

Proposals will be scored and awarded points in accordance with the following evaluation criteria. The City of Lauderhill's local vendor preferences will apply to this solicitation. Qualified and responsive contractors that receive over eighty points will be added to the contractor roster. The roster will comprise of contractors that score 85 points and above.

EVALUATION CRITERIA	POINTS
REFERENCES	25
EXPERIENCE, STABILITY AND AVAILABILITY OF	30
STAFF	
CONTRACTOR QUALIFICATIONS AND CAPABILITY	15
SIMILAR PROJECTS	10
PROJECT MANAGEMENT EXPERIENCE	10
LOCAL PREFERENCE	10
TOTAL	100

#### **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 <a href="http://www.fldfs.com">http://www.fldfs.com</a>>
- 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 <u>ANY</u> 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 **<u>DELETION/OVERSIGHT/MISSTATEMENT</u>**: 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 firms 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 Percen's Name and Titles
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 unde trade name:
The business is a: Sole Proprietorship   Corporation   Partnership   Corporation    Corporation   Co

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 percer (10%) of the contract amount and the work that will be performed by eac subcontractor(s).
The foregoing list of subcontractor(s) may not be amended after award of th 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 of 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.

Ву	
	(Signature)

### ATTACHMENT "B" NON-COLLUSIVE AFFIDAVIT

	(Owner, Partner, Office	r, Representative or Agent)
BIDDER	is	the
deposes and says that:		being mor dary owerm
		being first duly sworn
COUNTY OF		
STATE OF		

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.

					Ву				
								_	
Subscribed	and	sworn	to	before	me	this		day	of
			, 2	0					
					No	_ tary Pu	ıblic (Sigr	nature)	
					Му	Comm	nission Ex	pires:	

## ATTACHMENT "C" COST SCHEDULE

Please submit your proposal here.

#### **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 contenders 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 co	ору о	of your	Drug-Free	Workplace	Policy	must	be	attached	to	this
signed copy	y and	l submi	tted with th	ne Bid Docu	ments					

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 entitles 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	Company
Printed	By
Title	Printed Name, Title
(If a corporation, affix seal)	
	Company
	Ву
Attested by Secretary	Printed Name, Title
Incorporated under	the laws of the State of
CEF	RTIFICATE
(For I	Partnership)
I HEREBY CERTIFY that	a meeting of the partners of, a Partnership under the laws of the
	, . , 20, the following
resolution was duly passed and add	opted:
"RESOLVED, that	of the Partnership, is hereby
authorized to execute	,

thereof, attested by the	• •
be the official act and deed of this	
I further certify that said resolution	on is now in full force and effect.
IN WITNESS WHEREOF, I have h	nereunto set my hand this day of
	(Signature)
	(Title)
STATE OF FLORIDA	
COUNTY OF	_
Sworn to and subscribed before r	
personally known to me or who $\scriptstyle\square$ has p	
identification:	J //
	Signature of Notary Public, State of Florida
Printed, typed or stamped name	Notary seal (stamped in black ink) OR 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
COLINTY OF

Sworn to and subscribed before r	ne on this day of
, 20	$\_$ by $\_\_\_$ who $\Box$ is
personally known to me or who $\hfill\Box$ has p	resented the following type of
identification:	
	Signature of Notary Public, State of Florida
	Notary seal (stamped in black ink) OR
	Printed, typed or stamped name o Notary and Commission Number