

**Request for Proposal
RFP #2019-006**

Public Art Consultant



City of Lauderhill

Issued by the Finance Department

**Kentrea White
Purchasing Agent II
purchasing@laudershill-fl.gov**

Visit us on the web at

www.laudershill-fl.gov

**Advertise Dates:
Opens:**

Date Issued

REQUEST FOR PROPOSALS

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

Public Art Consultant RFP # 2019-006

The City of Lauderhill will be accepting sealed proposals until **10:45 A.M.** on **November 20, 2018** and will open such proposals at **11:00 A.M.** in Room 135, City Hall, 5581 West Oakland Park Blvd., Lauderhill, Florida 33313. ***Proposals received after 10:45 A.M. EST will not be considered and will be returned to the proposer unopened.***

The City of Lauderhill is seeking proposals from qualified proposers, hereinafter referred to as the Consultant, to provide public art consulting services to the City.

Proposals will be ranked on a combined qualification and pricing for **RFP #2019-006 Public Art Consultant**. Contract(s) will be awarded to the highest ranked responsible proposer, whose proposal is determined to be most advantageous to the City, using factors including experience, price and the evaluation criteria listed within this document. Contract is non-exclusive agreement with a term of three (3) years with one (1) one (3) year extension.

The RFP Documents may be examined and obtained on and after **October 24, 2018** at the Finance Department, 5581 West Oakland Park Blvd., Room 231, Lauderhill, Florida 33313. Vendors who obtain solicitation documents from sources other than the Finance Department are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department.

One (1) unbound original, nine (9) bound copies and one electronic in PDF format of the proposal must be submitted no later than **10:45 A.M. on November 20, 2018** to the City Clerk's Office, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite, 421 Lauderhill, Florida 33313, in sealed envelopes bearing the words "Public Art Program Consultant **RFP# 2019-006**". **E-mailed and faxed proposals will not be accepted.**

Responsible questions regarding this RFP offering may be directed to purchasing@lauderhill-fl.gov. The last date for questions pertaining to this proposal is **ten days before due date**. Questions after this date will not be answered.

All proposers must register with the City on-line. The direct link is **<http://www.lauderhill-fl.gov>**. A liquidated damages clause outlining the extent and outcomes of non-compliance will be included and **rigorously enforced** on this project.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal

as they may deem to be in the best interest of the citizens of the City of Lauderhill. **The winning firm is required to enter into a contract with the City of Lauderhill.**

CITY OF LAUDERHILL



Kentrea White
Purchasing Agent II
CITY OF LAUDERHILL

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STATEMENT OF NON- PARTICIPATION

Proposal NO.: RFP 2019-006 – PUBLIC ART CONSULTANT

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 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-Department of Finance of 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 Proposal.
- 1.10 **Request for Proposal, RFP”, 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

2.1 OVERVIEW

The City of Lauderhill seeks to identify firms with qualified experience providing Public Art Consultant services to the Public Art Committee, City Staff, and the City Commission per the requirements below.

The City of Lauderhill’s Public Art Committee (Committee) was established to further the commitment of the City in providing public art to beautify the appearance of the City, commemorate the City's history, and to enhance cultural opportunities throughout the City. The Committee is responsible for the determination of appropriate public artworks to be placed throughout the community.. Since 2004, the seven member Public Art Committee has commissioned, placed or is in the process of selecting public art for twelve (12) City facilities.

2.2 SCOPE

A. Review and Revise the Public Art Master Plan

Review the existing Public Art Master Plan (See Exhibit A) and make recommendations for additions and/or deletions with a view to ensuring a complete, updated, and effective Public Art Master Plan.

B. Art Acquisition

1. Draft, prepare, and present a five year budget for the acquisition of Public Art into the Public Art Committee and the City.
2. Coordinate community and business sponsorship efforts to promote the City’s public art efforts.
3. Oversee and coordinate the installation of public art projects from developing and advertising the initial Call to Artists which includes working with City staff and the artist(s) to install the artwork. The work must be done in keeping with the Policies and Guidelines of the Public Art Master Plan, the City’s Public Art Purchasing Policy and other relevant City Ordinances.

C. Ongoing Care and Conservation

1. Identify constraints and any associated barriers that may hinder the maintenance and management of the City's public art pieces.
2. Make recommendations for the maintenance and management of the City's public art pieces including but not limited to:
 - a) Collection Management
 - b) Record Keeping and Cataloging
 - c) Maintenance
 - d) Proper conservation.

D. Management and Public Outreach

1. In conjunction with the Public Art Committee, consultant will work to develop a program that will increase the community's involvement in the program and expand the current audience.
2. Attend and host meetings with the Public Art Committee, the City Commission, City Staff, and the public as needed to make recommendations on the acquisition of new public art and other art related items.(at least one per month)
3. Make presentations , reports and findings to the Public Art Committee, the City Commission, City Staff, and the public as needed.
4. Assist with developing an internet page for the program on the City's website in order to increase awareness through the use of social media.
5. Must attend at least 1 monthly meetings w/ staff to update staff on projects and other public art matters-more meetings.
6. Coordinate the efforts of volunteers including public art event setup, breakdown, and event evaluation.
7. May be required to participate in creating, developing, and installation of public art projects as required no more than four (4) times per year. The cost of these projects shall not be included unless they require less than five hours to complete or if five hours or less, than City shall pay for supplies and equipment required to complete projects. Those

projects requiring more than 5 hours shall be submitted as a proposal. City shall determine if proposal is accepted and work shall be done.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in public art. 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.

1. The Consultant team shall have demonstrated experience in administration of a Public Art program and meet the following criteria:
2. Successful Consultant shall have a history of continuous, stable operation in administering a public art program for a minimum of two (2) years prior to the submittal date of this proposal.
3. Successful Consultant shall also have extensive experience working with the public sector. Please include five examples of similar sized projects including at least three public sector entities.

SECTION 4 - TERM OF CONTRACT

- 4.1 The City anticipates awarding a three (3) year contract(s) with one (3) three year extension. Failure to complete work or satisfy deadline requirements shall result in termination of any future obligations of the City of Lauderhill to the company

SECTION 5 – INQUIRIES/AVAILABILITY

- 5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderhill – Purchasing Division
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
Email: purchasing@lauderhill-fl.gov

- 5.2 Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712.

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 (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 2019-006

RFP Name: Public Art Consultant

Due Date/ Time: November 20, 2018 @ 10:45 A.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 nine (9) bound copies along with one electronic pdf [**a total of ten (10)**] 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

A contract will be awarded to the company whose proposal is selected by the City of Lauderhill and considered in its best interests, and whose proposal most closely satisfies the overall project specifications as well as a number of other factors including, but not limited, to:

1. Background, education and experience of the firm’s staff members who will be assigned to the project; Ability of the consultant to provide all of the expertise necessary to successfully complete the work.
2. Availability of the proposed staff members; current projected work load of consultant; ability to provide on-site time for meetings, training and cooperative review of work products.
3. Knowledge of and approach to Public Art; ability to suggest and apply new technologies or innovative approaches that may either reduce project costs and time frame or improve the quality of the work products.
4. Consultant team work history.
5. Cost/Price: This refers to the proposed contract fee

CRITERIA	MAXIMUM POINTS
Background, Education & Experience of Firm	<u>35 points</u>
Availability of the Proposed Staff Members	<u>20 points</u>
Quality of Public Art Projects completed and installed	<u>25 points</u>
Cost/Price	<u>20 points</u>

The City will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the City.

SECTION 8 - SELECTION PROCEDURE

8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for 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 the selection committee, 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 AN AWARD, 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/bid bond/fidelity bond, if required, is not included in the Package.
- 9.9 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 Procurement Services Department.
- 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 Lauderdale
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

SECTION 12 – GENERAL CONDITIONS

- 12.1 **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.
- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **BONDING:** The CONTRACTOR shall procure and maintain, for the life of the Contract and provide the CITY with proof of its existence, a Fidelity Bond with limits of \$25,000 covering all employees that will be working within any CITY facility. Bond is not required for this RFP
- 12.6 **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.
- 12.7 **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.

- 12.8 **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.
- 12.9 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the City appropriating funding to implement the Contract.
- 12.10 **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.
- 12.11 **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.
- 12.12 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight, or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.
- 12.13 **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, provided that 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 Insert Proposer’s Qualification Statement (Attachment “A”)

TAB #2 Statement of Capabilities:

Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services including addressing each area in the scope of work. Please include a complete history of your company including all experience in Florida.

TAB #3 Management Team:

Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility. Please include the resumes of all key personnel that would be assigned to the City.

Also, describe the Proposer’s approach to organizational management and the responsibilities of Proposer’s management and staff personnel that will perform work for this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them.

For each proposed project manager list three (3) projects/contracts comparable and specific to this project to include the following information:

- Client Name, address, and telephone number
- Licensing/ certifications, various subordinate member team positions
- Whether your firm was the primary or a subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #4 Specific Related Experience of the Firm

List five (5) contracts at least three of which must be a public entity held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number
- Principal/ Project Manager in Charge, licensing/ certifications, various team positions
- Whether your firm was the primary or subcontractor
- Description of the contract including
- Amount of project
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

Management team members listed in Tab #3 who managed these projects

TAB #5

Financial Statement:

Provide the most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

Tab #6

Current Workload

List, for the proposer and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Total value to the proposer's firm for the project
- Total fees remaining to be paid to the applicant firm
- Contract period and duration
- List number of professional staff assigned
- Percentage complete
- Brief Project description

TAB#7

Cost Schedule

Submit your cost schedule here

TAB #8

Attachments:

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.

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 subcontractor(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 of Service per Hour \$ _____

Monthly Retainer(Alternate) \$ _____

Company Name _____

Address _____

City State and _____

Zip _____

Telephone _____

Email _____

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 contendens 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 any and 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

Company

Printed

By

Title

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 or Organization)

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

"RESOLVED, that _____, as _____ of the Corporation/Organization, 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 or Duly Authorized Official of the Organization and with corporate seal affixed, shall be the official act and deed of this Corporation or Organization.

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/Authorized Official

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

Attachment "F"
Acknowledgement of Addendums
RFP _____
TITLE _____

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Name of Vendor: _____

Address: _____

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.