# **REQUEST FOR PROPOSALS**

# YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING RFP 2025-038



### **Issued for the**

## **Department of Parks and Recreation Services**

Visit us on the web at

www.lauderhill-fl.gov

Advertise Dates: March 30, 2025 and April 6, 2025

Opens: April 21, 2025

Date Issued: March 31, 2025

#### **NOTICE TO PROPOSERS**

#### **CITY OF LAUDERHILL, FLORIDA**

The City of Lauderhill is seeking sealed proposals for the following work:

# Youth Recreation and Out-of-School Programming RFP #2025-038

The CITY OF LAUDERHILL will be accepting sealed proposals up until 10:45 AM, April 21, 2025 via IonWave https://lauderhill.ionwave.net / Proposals received after 9:45 AM will not be considered. **Program Definitions:** 

- **Afterschool Program:** A structured, supervised learning program for Lauderhill youth aged 5 to 18 during the school year, lasting a minimum of 3 hours per day, 2 days a week. The program includes academic support, mentoring, skill development, arts, sports, and recreation activities.
- **Summer Camp:** A structured, supervised program for youth aged 5 to 18 during the summer months, lasting a minimum of 8 hours per day, 5 days a week for 8 consecutive weeks. The camp provides enrichment, exploration, and life skills development in a safe and supportive environment.
- Winter and Spring Break Camps: These camps coincide with the Broward County School System's calendar for December and March/April.

Proposals will be evaluated based on qualifications and pricing for RFP #2025-038 YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING. The contract(s) will be non-exclusive and awarded for a two-year term with the option of two one-year extensions, depending on funding availability and at the discretion of the City.

All proposers must register online with the City of Lauderhill through the vendor portal at <a href="https://www.colvendor.com">www.colvendor.com</a>.

The City encourages local vendor participation, and this procurement qualifies for Local Vendor Preference in accordance with Section 2-139 of the City's Code of Ordinances.

**March 31, 2025**, via IonWave at <a href="https://lauderhill.ionwave.net/">https://lauderhill.ionwave.net/</a>. Vendors obtaining documents from sources other than IonWave should be aware that the solicitation package may be incomplete. All addenda will be posted on IonWave.

For responsible inquiries regarding this RFP, proposers may contact the Purchasing Department via IonWave at <a href="https://lauderhill.ionwave.net/">https://lauderhill.ionwave.net/</a>. The last day to submit questions is **ten days before due date**. Questions received after this date will not be addressed.

Proposers agree to offer identical pricing and terms to other governmental entities. Any contracting agency wishing to use the services will enter into a separate agreement with the successful proposer.

The Public Entity Crimes Affidavit, Foreign Entity Laws Affidavit, and the Anti-Human Trafficking Affidavit must be completed and submitted as part of the proposal.

The City Commission of Lauderhill reserves the right to reject any or all proposals, waive informalities or irregularities, and accept or reject any part of any proposal deemed in the best interest of the City's citizens. The successful proposer will be required to enter into a contract with the City of Lauderhill.

CITY OF LAUDERHILL, FLORIDA

Huntrua L. Dykus

Kentrea Dykes Purchasing and Contract Manager

**Advertising Dates:** 

March 30, 2025 April 6, 2025

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# STATEMENT OF NON-PARTICIPATION Proposal No.: RFQ 2025-038 ROOFING CONTRACTORS

Note: If you do not intend to submit a bid/proposal for this item/service, please complete this form and submit it via IonWave.

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

- 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 requirementsOther:

| Please keep us on your bid list for future project | its |
|--|-----|
| Yes  |     |
| No   |     |
| Signature:   |     |
| Name of Company:                                   |     |
| Address:   |     |
|  |     |

#### SPECIAL INSTRUCTIONS TO PROPOSERS

#### **SECTION 1 - DEFINITIONS**

Whenever the following terms appear in the Proposal, they shall be interpreted as follows:

- 1.1 **City:** Refers to the City of Lauderhill, Florida.
- 1.2 **Contract:** The formal written agreement for the performance of the Scope of Work between the City and the successful Proposer.
- 1.3 **Contract Administrator:** The Purchasing and Contracts Manager, or any other employee designated in writing by the City Manager, who acts as the City's representative regarding the Contract Documents.
- 1.4 **Evaluation/Selection Committee:** A group of City staff members and/or outside consultants assigned to evaluate and select proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, either directly or through a duly authorized representative. For the purpose of this agreement, "Proposer" is synonymous with "Bidder."
- 1.6 **Proposal:** Any offer submitted in response to this Request for Proposal, which may also be referred to as a "Bid."
- 1.7 **Purchasing Office:** The Purchasing Division, Department of Finance and Information Technology, City of Lauderhill.
- 1.8 **Provider, Bidder, Contractor, Successful Proposer, or Consultant:** These terms refer to the Proposer who is awarded the contract as a result of this Request for Proposal. These terms are used interchangeably and retain the same meaning.
- 1.9 **Qualifications/Proposal:** Any offer submitted in response to this Request for Proposal.
- 1.10 **Request for Proposal (RFP):** This document, including all Exhibits, Attachments, and any approved addenda or change orders issued by the City's Purchasing Division.
- 1.11 **Subcontractor/Subconsultant:** Any individual, firm, entity, or organization (other than the employees of the successful Proposer) contracted to provide labor, or labor and materials, in connection with

the Work or Services provided to the City by the Successful Proposer, either directly or indirectly.

- 1.12 **Work, Services, Program, Project, or Engagement:** Refers to all tasks that the successful Proposer is required to perform under the Scope of Work and in accordance with the Terms and Conditions of this RFP.
- 1.13 **Piggybacking:** Refers to an agreement that allows the City to "piggyback" or join a contract awarded to a specific vendor by another governmental entity. This agreement ensures that the City's standard contractual requirements are incorporated into the existing contract, in addition to the terms already set by the other governmental entity.
- 1.14 **Local Vendor Bids:** The City of Lauderhill Code stipulates that this bid is reserved for participation by local vendors only. A vendor may receive no more than three set-aside bid award contracts in a fiscal year. Local vendors who have received at least one award in each of the past three fiscal years will not be eligible to participate in local vendor bids for the following fiscal year. If the prices from local vendors are not economically competitive with market prices, the procurement may be canceled.

#### SECTION 2 - SCOPE OF SERVICES

#### I. NATURE OF WORK:

#### **BACKGROUND**

Out-of-School Time (OST) programs provide a safe environment for children during times when they are not in school. These programs offer numerous benefits to the community, particularly in terms of physical activity and play. One of the most frequently cited benefits, as noted by park and recreation directors, is that OST programs provide a safe space for children to engage in recreational activities. Additionally, 46% of park and recreation professionals believe their agencies encourage healthy, active lifestyles through activities such as play, swimming, exercise, and sports.

OST programs also support children in managing the challenges of growing up. Programs often focus on key areas such as:

- Family Engagement (70%)
- Youth Development (61%)
- Intergenerational Programs/Activities (53%)
- Mentoring (34%)

The Lauderhill Parks and Recreation Department is dedicated to providing affordable and inclusive youth recreation and sports training opportunities that are safe, effective, and accessible to all youth in the City.

(Source: NPRA Out-of-School-Time Survey Results Report, 2018)

#### II. SCOPE OF SERVICES

The City of Lauderhill is issuing this Request for Proposals (RFP) to solicit proposals for Youth Recreation/Sports Camp and Out-of-School programming for the City's Parks and Recreation Department. Proposers must meet the following requirements:

#### A. Independent Contractor Responsibilities

As an independent contractor providing planning, coaching, childcare, skills training, and related activities for the City of Lauderhill's Parks and Recreation Department under an 80/20% split agreement, the contractor must:

• Be a qualified childcare provider and skills instructor.

- Provide a proposed schedule of dates and times for skill instruction, childcare, and practices (see Exhibit A).
- Submit a proposed list of fees to be charged to each participant (see Exhibit B).
- Ensure each participant signs a City of Lauderhill program waiver before participation.
- Understand that this is not an exclusive contract.

# B. Independent Contractor Requirements for Sessions/Leagues/Tournaments/Practices

For independent contractors providing individual sessions, leagues, tournaments, and practices for the Lauderhill Youth Recreation/Sports Camp and Out-of-School programming, the contractor must:

- Be qualified as a childcare provider and instructor, with current certification in CPR, AED, and First Aid from the American Heart Association or an equivalent certification.
- Submit a completed request for quote for any specialty classes as requested by the Lauderhill Parks and Recreation Department.

### C. Background and Criminal History Checks

For independent contractors providing services related to individual sessions, leagues, tournaments, and practices, the contractor must:

• Complete mandatory local, state, and federal background checks, including criminal history checks, as required by the Lauderhill Parks and Recreation Department.

#### Award:

The City reserves the right, at its sole discretion, to award this RFP to one or more proposers based on the City's best interests. The terms and scope of any subsequent agreements may vary depending on the City's needs. The City does not guarantee the volume of services to be required and retains full discretion over the frequency of service requests. Subsequent agreements will not be exclusive.

# Selection/Negotiation Process:

The RFP process is expected to proceed as follows, though not guaranteed:

1. The City will appoint a Selection Committee.

- 2. Oral presentations may be held with shortlisted, responsive, and responsible proposers, at the City's discretion.
- 3. The City reserves the right to waive any irregularities and/or reject all proposals or portions of proposals that are in the City's best interests.
- 4. The Selection Committee will recommend the most qualified proposers with whom to negotiate agreements for this project, or it may recommend rejecting all proposals or portions thereof.

### **CREDENTIAL/CRITERIA REQUIREMENTS:**

# **1.1 Mandatory Requirements for All Personnel/Volunteers Working Directly with Participants:**

- 1. **Age Requirement**: Must be at least 18 years of age.
- 2. **Education**: Must have a high school diploma or equivalent.
- 3. **Certification**: Must hold current American Heart Association CPR certification (or higher, such as ACLS).
- 4. Childcare Certification: At least one onsite employee/volunteer must possess Childcare Certification and 30 hours of training (e.g., Florida Child Care Professional Credential [FCCPC], college course equivalent, or similar childcare training). All employees/volunteers working directly with participants must complete at least 20 hours of childcare training. Additional certifications may be reviewed for authenticity, accreditation, and instructor credibility.
- 5. **Experience**: Must have at least 2 years of verifiable experience in childcare, specifically with School-Age children.
- 6. **Equipment and Supplies**: Must provide all necessary equipment, office supplies, paperwork, and cover all other related expenses for the program.
- 7. **Accessibility**: The organization must provide an outline detailing how its programs are accessible and usable by individuals with disabilities, including those with sensory, physical, or cognitive impairments.
- 8. **Professional References**: Must provide 2 or more professional work references from previous employers or officials from past volunteer positions.
- 9. **Insurance**: Must maintain current insurance that meets the City of Lauderhill's Risk Management requirements, naming the City of Lauderhill as additional insured on the certificate.

#### **III. SPECIAL CONDITIONS:**

- A. **Facility Use**: The contractor shall have access to the following City Park locations and facilities for conducting the summer program as specified:
  - West Wind Park 4550 W 82nd Avenue, Lauderhill, FL 33351, Phone: 954-572-1471
  - 2. **John Mullins Park** 2000 NW 55th Avenue, Lauderhill, FL 33313, Phone: 954-486-8450
  - Wolk Park 1080 NW 42nd Way, Lauderhill, FL 33313, Phone: 954-321-2466
     Or any other locations approved by the Parks and Recreation Director.
- B. **Condition of Facilities**: The City provides the specified areas and facilities in their current "as is" condition.
- C. **Licensing and Permits**: The contractor shall be responsible for obtaining and paying for all necessary licenses, permits, and inspections required for the operation of Youth Recreation/Sports Camp and Out-of-School programming at the specified sites.
- D. **Professional Conduct**: The contractor shall conduct all business in a professional and courteous manner, as determined by the Parks and Leisure Services Department Director or their designee.
- E. **Staffing**: The contractor shall provide qualified administrators and staff for all planned activities.
- F. **Fee Schedule**: The contractor must provide each participant with a clear fee schedule indicating the services offered and their associated costs. No additional annual or registration fees shall be charged to participants beyond the program fee.
- G. **Engagement with Youth**: The contractor shall demonstrate the ability to engage children in wholesome, fun, and leisure activities that address sports, arts, education, and special interests appropriate for the age group served.
- H. **Supplies**: The contractor shall provide all necessary supplies related to their activity.
- I. **Background Checks**: The contractor must provide verification of Florida Department of Law Enforcement background screening for all employees involved in the operation of the specified camp programs, in addition to the background screening required by the City of

Lauderhill Parks and Leisure Services Department. The contractor shall bear the cost of all background checks.

- J. **Compliance**: The contractor must comply with the Drug-Free Workplace Act and the Americans with Disabilities Act (ADA).
- K. **Payment**: Payments to the City shall be submitted monthly, no later than the 5th of each month following the end of the month.
- L. **Cleanup**: The contractor is responsible for cleaning up any trash or debris generated during operations and placing it in the onsite trash receptacle or heavy-duty trash bags (provided by the contractor), which must be placed near the onsite trash receptacles or in available dumpsters.
- M. **Damages**: The contractor shall be responsible for the cost of any damages to City property, equipment, or facilities caused by the operation of the specified programs, including materials and labor costs.

#### **SECTION 3 - QUALIFICATIONS**

Proposals will be considered from qualified firms or individuals with demonstrated experience in successfully completing similar projects. The firm or individual must have sufficient qualified staff to perform the work within the required time frame and in accordance with applicable Florida statutes and standards, where relevant.

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

The City anticipates awarding a two (2)-year contract, with the option for two (2) additional one-year renewals, to the contractor who submits the best overall proposal based on the City's evaluation criteria outlined in Section 7. The City reserves the right, at its sole discretion, to award or not award a contract for these services. Failure to meet deadlines or satisfactorily complete work may result in termination of any future obligations of the City to the contractor.

In the event the services are scheduled to end due to contract expiration, the contractor shall continue services upon the City's request, as authorized by the awarding authority. The extension period shall not exceed ninety (90) days beyond the existing contract's

expiration date. Compensation during the extension period will be at the current rate in effect when the extension is invoked.

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

#### **5.1 Inquiries:**

All inquiries concerning proposal submissions should be made in writing and directed to:

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

#### **5.2 Solicitation Documents:**

Solicitation documents can be obtained via IonWave at: <a href="https://lauderhill.ionwave.net/">https://lauderhill.ionwave.net/</a>.

#### 5.3 Contact Restrictions:

Contact with any City of Lauderhill personnel, other than the Purchasing Manager or the designated representative, regarding this Request for Qualifications may result in disqualification from the selection process.

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

#### **6.1 Proposal Submission**

Proposals must be submitted in a sealed envelope clearly labeled with the proposer's name and the Request for Proposal (RFP) number. The details should be as follows:

• **RFP No.**: 2025-038

 RFP Name: YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING

• **Due Date/Time**: April 21, 2025, by 9:45 A.M.

#### **6.2 Submission Format**

All proposals must be submitted on  $8\frac{1}{2}$ " by 11" paper, typed neatly on one side only, with standard margins and spacing. The original document package should remain unbound, whereas the copies should be individually bound.

- Submit one (1) unbound original, one-sided.
- Submit four (4) bound copies.
- Provide one (1) PDF version of the complete proposal.
   This amounts to a total of six (6) documents. All documents,

including the original and copies, must be submitted in a sealed envelope.

### **6.3 Signature Requirement**

The proposal must be signed in ink by an authorized officer of the proposing firm who has the legal authority to bind the firm to a contractual relationship. Submitting the proposal will be deemed an offer by the proposer to provide the requested services.

#### **SECTION 7 – EVALUATION METHODOLOGY**

#### **Evaluation Criteria**

The contract will be awarded to the proposer whose submission is judged to be in the City of Lauderhill's best interest, meeting the project specifications and other factors, including:

- Prior Experience as an Instructor (30 points)
  - Instruction
  - Maintenance
  - Three References
- Membership Development (10 points)
  - Leagues
  - Tournaments
  - Member Relations
- Operations (10 points)
  - Facility Management
  - Community Relations
  - Staff Management
- Qualifications of Personnel (10 points)
  - Number of Staff
  - Experience of Staff
  - Staff Certification
- Payment Guarantee to the City (30 points)
- Local Vendor Preference (10 points)

The City may request additional information from proposers, and reserves the right to award the contract to one or more proposers, based on the best interests of the City. The City also retains the right to accept or reject any proposal at its discretion, and to waive minor irregularities in the submission process.

The evaluation and selection committee, comprising City staff and possibly external consultants, will assess the proposals. This committee may recommend the top-ranking firms for oral

presentations. Proposals will be evaluated based on the proposing firm's experience with similar work, insurance and bonding capacity, and compliance with the City's requirements.

#### **SECTION 8 - SELECTION PROCEDURE**

#### 8.1 Selection/Negotiation Committee

A Selection/Negotiation Committee, appointed by the City, will be responsible for selecting and ranking the most qualified firms. The committee may, at its discretion, request additional or clarifying information from any proposer. Such requests are not mandatory, and proposers are not entitled to object if such a request is not made. Proprietary information from proposers will remain confidential as required by Florida's Public Records Law (Chapter 119, Florida Statutes).

#### 8.2 Presentations

Firms may be asked to present their qualifications and methodologies to City staff or the City Commission.

#### 8.4 Award Decisions

The City reserves the right to award the contract to a single proposer, split the contract between multiple proposers, or decide not to award the contract.

#### 8.5 Final Award

No award shall be final until the contract is fully executed. If a contract is awarded, it is conditional until the agreement is signed by both parties. The City reserves the right to revoke any award before the contract is fully executed without incurring any penalty or obligation. Proposers should not rely on any award announcement until the fully executed agreement is delivered.

#### **SECTION 9 - REJECTION CRITERIA**

#### 9.1 Non-Responsive Proposals

Proposals will be considered non-responsive if any of the following conditions apply (this list is not exhaustive):

• **Incomplete Responses**: Failure to complete all questions and instructions, including the Qualifications Package.

- **Failure to Follow Instructions**: Not adhering to the specified order or structure of the Proposal Package.
- **False or Misleading Information**: The presence of false or misleading statements in the proposal.
- **Late Submission**: Proposals received after the submission deadline.
- **Failure to Register**: The proposer is not licensed with the Florida Secretary of State to do business in Florida. A State of Florida Certificate of Status is required.
- Missing Documents: Failure to submit executed Non-Collusion or Drug-Free Workplace Affidavits.
- **Missing Bond**: If a proposal/bid bond or fidelity bond is required and not included.
- **Improperly Executed Proposal**: If the proposal signature page or certification is not correctly executed.

#### **SECTION 10 - WAIVERS**

The City reserves the right, at its sole discretion, to reject all proposals, accept any proposal, or waive any minor irregularities or technicalities in the submitted proposals. Additionally, the City may request a re-proposal if deemed to be in the best public interest.

#### **SECTION 11 - INSURANCE REQUIREMENTS**

#### **11.1 Insurance Coverage**

The Contractor must provide proof of insurance coverage as detailed below, with the City listed as an "additional insured" on the General Liability Insurance. This must be explicitly stated in the description section of the insurance certificate. The contractor shall bear the cost of adding the City as an additional insured.

## **11.2 Notification of Changes**

The City of Lauderhill must be notified 10 days prior to any cancellation or modification of the stipulated insurance coverage. The contractor is responsible for ensuring proper notification is sent via registered mail, return receipt requested, to the Procurement Services Department.

#### 11.3 Insurance Company Standards

The contractor's insurance must be provided by an A.M. Best's "A-"rated or higher insurance company, authorized to issue policies in

Florida, subject to approval by the City's Risk Manager. Any exclusions that prevent coverage for work covered by this RFP are unacceptable and constitute a breach of contract.

#### 11.4 Workers' Compensation

The contractor must maintain Workers' Compensation insurance as required by Florida law. Any exceptions or exemptions must comply with Florida Statutes. Contractors should consult with the Department of Financial Services, Worker's Compensation Division for further details.

#### 11.5 Commercial General Liability Insurance

The contractor must have commercial general liability insurance covering premises operations, products-completed operations, independent contractors, and contractual liability.

### Coverage Limits:

- Combined single limit bodily injury/property damage: \$1,000,000.
- Coverage includes liability assumed by the contractor, premises/operations, personal injury, products/completed operations, and broad-form contractual liability.

# 11.6 Automobile Liability Insurance

The contractor must provide automobile liability insurance covering all vehicles used in the work, including owned, hired, and non-owned vehicles.

# Coverage Limits:

- Bodily Injury: \$500,000 per person, \$500,000 per occurrence.
- o Property Damage: \$100,000 per occurrence.

# 11.7 Professional Liability (Errors & Omissions)

The contractor must provide professional liability insurance with coverage limits of \$2,000,000 per occurrence.

# 11.8 Worker's Compensation & Employer's Liability Insurance

#### Limits:

- Worker's Compensation: Statutory.
- Employer's Liability: \$100,000 per accident.
- $_{\circ}$  Disease: \$500,000 policy limit, \$100,000 per employee.

#### 11.9 Certificate of Insurance

A current Certificate of Insurance must be submitted with the

proposal. If the proposer is awarded the contract, the City must be added as an additional insured on the general liability coverage.

### **11.10 Certificate Holder Address**

The 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 VENUE:** All contracts shall be governed by the laws of the State of Florida, with venue located in Broward County, Florida.
- **12.2 EXPENSES:** Neither the City nor its representatives will be liable for any expenses incurred in preparing a response to this RFP. All costs related to preparing the submission are the sole responsibility of the proposer. Submissions should be straightforward, concise, and clearly demonstrate the respondent's qualifications and ability to meet the RFP requirements.
- 12.3 INTERPRETATIONS: Proposers must thoroughly examine the Proposal Documents. Any ambiguities or inconsistencies must be submitted in writing to the City before the proposal opening. Failure to do so will indicate the Proposer's acceptance of any subsequent decision made by the City. Any questions regarding the intent or interpretation of the Proposal Documents must be submitted in writing and received by the City at least fourteen (14) days before the proposal opening. Inquiries should be directed to the Purchasing Manager. No oral interpretations or changes to the proposal documents will be binding. Any changes will be issued as a written addendum and sent to all proposers. Proposers must acknowledge receipt of all addenda on the Proposal Form.
- **12.4 PUBLIC ENTITY CRIMES:** In accordance with F.S. 287.133 (as amended), a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal to provide goods or services to a public entity, may not submit proposals on contracts for the construction or repair of public buildings or works, or lease real property to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for any public entity for a period of 36 months from the date of being placed on the list.
- **12.5 BONDING:** The Contractor shall maintain a Fidelity Bond with a limit of \$25,000 covering all employees working in any City facility throughout the contract period. This is not applicable to this RFP.
- **12.6 ASSIGNMENT:** Any purchase order or contract issued under this RFP, and the associated payments, are non-assignable, in whole or in part.
- **12.7 INDEMNIFICATION:** The Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from all claims, liabilities, and expenses arising

from injury (including death) to persons or damage to property caused by any negligence, recklessness, or intentional wrongful conduct by the Proposer, its employees, or agents. The Proposer is not required to indemnify the City for claims resulting from the City's own wrongful acts or omissions.

- **12.8 PROPOSALS TO REMAIN OPEN:** Proposals must remain open for the specified number of days after the proposal opening or for a minimum of ninety (90) days if no specific duration is mentioned. The City may, at its sole discretion, release any proposal prior to that period.
- **12.9 ANNUAL APPROPRIATION:** Any contract issued is subject to the City's annual appropriation of funds for the contract's implementation.
- **12.10 EMPLOYEES:** The Contractor's employees will remain under the Contractor's direction and will not be considered employees of the City. The City may require the removal of any employee or subcontractor deemed to be incompetent or objectionable at no cost to the City. The Contractor is responsible for the actions of all employees under its direction.
- **12.11 ADDITIONAL TERMS AND CONDITIONS:** Any additional terms or conditions submitted with the proposal will not be considered unless expressly agreed to in writing by the City. Only the conditions in these Proposal Documents apply.
- **12.12 DELETION/OVERSIGHT/MISSTATEMENT:** Any omissions or inaccuracies in the Specifications will not relieve the Proposer from the obligation to supply a fully operational unit or service as determined by the City.
- **12.13 WITHDRAWAL OF AN OFFER:** A proposal can be withdrawn by written communication delivered to the Purchasing Office before the proposal closing date and time. The Proposer must provide certification that they are an authorized representative. Proposals can also be withdrawn after 180 days from the closing date, before an award recommendation, by submitting a written withdrawal letter on company letterhead signed by an authorized representative.
- **12.14 DISCOUNTS:** All discounts (e.g., prompt payment or overall discounts) will be considered in the evaluation to determine the lowest net cost to the City.

- **12.15 SIGNATURE REQUIRED:** Proposals must be signed in ink by a company officer or employee authorized to bind the company.
- **12.16 SIGNED PROPOSAL CONSIDERED AN OFFER:** The signed proposal is considered an offer from the Proposer. If accepted, it will be considered a contract, subject to City Commission approval. The City may take legal action for damages or specific performance in the event of default by the Proposer.
- **12.17 DEFAULT PROVISIONS:** Any costs incurred by the City due to the Proposer's default will be deducted from any outstanding payments due to the Proposer. The Proposer must reimburse the City for any costs or expenses resulting from their default.
- **12.18 RESERVATION FOR REJECTIONS AND AWARDS:** The City reserves the right to accept or reject any or all proposals, or parts of proposals, to waive irregularities, and to request re-proposals. The City may also award the contract in any combination it deems in its best interest, unless otherwise specified.
- **12.19 LAWS AND REGULATIONS:** The proposal and resulting contract will be governed by applicable laws, regulations, and ordinances of the Federal Government, the State of Florida, and the City of Lauderhill.
- **12.20 TAXES:** The City is exempt from taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request (not applicable to construction or remodeling projects).
- **12.21 CONFLICT OF INSTRUCTIONS:** In the event of a conflict between the general conditions and the specific instructions in the proposal documents, the specific instructions shall govern.
- **12.22 RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE:** The successful Proposer must retain all relevant records for a period of five (5) years after the termination of the contract. The City reserves the right to access these records in accordance with Florida Public Records Law (Chapters 119, 286, and 287).
- **12.23 FACILITIES:** The City reserves the right to conduct a preaward inspection of the Proposer's facilities and equipment. The City will also consider the history of any environmental citations or violations when evaluating the Proposer's responsibility.
- **12.24 ANTI-COLLUSION STATEMENT:** By submitting a proposal, the Proposer affirms that the proposal is made without any prior

understanding, agreement, or connection with any other person, business, or corporation submitting a proposal for the same items, and that the proposal is fair and free from collusion or fraud.

**12.25 PRICES TO BE FIRM:** Proposers certify that the prices, terms, and conditions in the proposal will be firm for a period of 90 days from the proposal opening date, unless otherwise specified by the City. There will be no escalator clauses unless specified in the City's proposal documents. Proposals cannot be withdrawn before the expiration of ninety (90) days.

#### **SECTION 13 - SUBMITTAL PACKAGE**

Submit the following documents as your firm's qualifications package, with each section numbered and tabbed as shown below. The evaluation and ranking will be based on the information supplied in these sections, along with any other required documents specified by the City. Responses to Tabs 1-7 should not exceed 30 pages. Points may be deducted for submissions that exceed the 30-page limit.

**TAB #1**: Insert Proposer's Qualification Statement (Attachment "A").

**TAB #2**: Statement of Capabilities: Provide a statement outlining why your firm is the best positioned to deliver the required services.

**TAB #3**: Management Team: Submit an outline of the organizational structure of the team established to manage the project, including the administrative operation, key personnel, and their areas of responsibility. Describe your management approach, including methodologies for ensuring prompt service, customer satisfaction, complaint resolution, employee performance, and training. Include any challenges faced with clients and how they were resolved (limit to 3 pages, including an organizational chart). For each proposed project manager, list five comparable projects/contracts with the following details:

- Client Name, address, and phone number
- Licensing/certifications and subordinate team positions
- Primary or subcontractor role
- Contract description, objectives/accomplishments, challenges, and resolutions
- Contract Start and End Dates

**TAB #4**: Specific Related Experience: List the last five contracts that are comparable to this project, indicating the following:

- Client Name, address, and phone number
- Project Manager/Principal in charge, team positions, and licensing/certifications
- Primary or subcontractor role
- Contract description, objectives/accomplishments, challenges, and resolutions
- Contract Start and End Dates

**TAB #5**: General Requirements: Provide a detailed response to the general requirements (scope of work) outlined in the solicitation document.

**TAB #6**: Current Workload: List all projects currently under contract for the proposer and all major subcontractors/partners. Include:

- Project name and description
- Total value and remaining fees
- Contract period and duration
- · Number of professional staff assigned
- Percentage complete

**TAB #7**: Cost Schedule: Submit your detailed 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")
- Acknowledgment of Addenda (Attachment "F")
- Certificate of Insurance, Licenses

# ATTACHMENT "A" PROPOSER'S QUALIFICATIONS STATEMENT

The Proposer is required to provide the following information. Failure to submit all requested information will result in the Bid being deemed non-responsive, leading to its rejection. Additional sheets may be attached as necessary.

### **PROPOSER'S Name and Principal Address:**

[Insert full business name and address]

#### Contact Person's Name and Title:

[Insert contact person's name and title]

#### **PROPOSER'S Telephone and Fax Number:**

[Insert telephone and fax number]

#### **PROPOSER'S License Number:**

[Insert license number]

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

#### **PROPOSER'S Federal Identification Number:**

[Insert Federal ID number]

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

[Insert number of years]

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

[Insert names and titles of officers, partners, etc.]

(Sole Proprietorship □ | Partnership □ | Corporation □)

#### **Surety Company and Agent Information:**

Name, address, and telephone number of the Surety Company and agent who will provide the required bonds for this contract: [Insert surety company details]

#### **History of Work Completion:**

Have you ever failed to complete work awarded to you? If so, please provide details including when, where, and the reason for failure: [Insert response]

#### **Inspection of Proposed Work:**

Have you personally inspected the proposed work and do you have a complete plan for its performance? [Insert response]

### **Subcontracting Details:**

Will you subcontract any part of the work? If so, provide a detailed list of each subcontractor(s) who will perform work exceeding ten percent (10%) of the contract amount and the work that will be performed by each subcontractor.

[Insert response]

Note: The subcontractor list cannot be amended post-award without prior written approval from the Contract Administrator, whose approval shall not be unreasonably withheld.

#### **Bankruptcy Petitions:**

List and describe any bankruptcy petitions (voluntary or involuntary) filed by or against the Proposer, its parent, subsidiaries, or predecessor organizations within the past five (5) years. Include the disposition of each petition.

[Insert response]

### **Bond Claims History:**

List and describe any successful bond claims made to your surety(ies) within the last five (5) years, including claims against the Proposer's bonds and those of its predecessor organizations.

[Insert response]

# **Legal and Dispute History:**

List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organizations in the last five (5) years. Provide case names, identification numbers, project names, and a brief description of the dispute.

[Insert response]

## **Criminal Proceedings:**

List and describe any criminal proceedings or hearings concerning business-related offenses in which the Proposer, its principals, officers, or predecessor organization(s) were defendants. [Insert response]

### **Public Entity Crime, Debarment, or Suspension:**

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

[Insert response]

### **Acknowledgment and Understanding:**

The Proposer acknowledges and understands that the information provided in this Qualifications Statement will be used by the City to evaluate the qualifications for awarding the contract. The Proposer warrants that all information provided is accurate. If any omission or misstatement is discovered that materially affects the Proposer's ability to perform under the contract, the City may reject the Bid or cancel and terminate the award and/or contract after it has been granted.

| Sig | na | tu | re: |
|-----|----|----|-----|
|-----|----|----|-----|

[Proposer's Signature]

# ATTACHMENT "B" NON-COLLUSIVE AFFIDAVIT

| Notary Public (Signature) My Commission Expires:   |
|--|
| Subscribed and sworn to before me this day of, 20.   |
| By: [Signature of Bidder]  |
| The price quoted in the attached bid is fair and proper, free from any collusion, conspiracy, or unlawful agreement on the part of the Bidder or anyone representing them.   |
| Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest have colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid, refrain from bidding, or fix any bid prices or elements such as overhead, profit, or costs in any unlawful manner. |
| The Bid is genuine and not a collusive or sham bid.  |
| The Bidder is the [Insert Owner, Partner, Officer, Representative, or Agent] and is fully informed about the preparation and contents of the attached bid and all pertinent circumstances surrounding it.  |
| The undersigned, being first duly sworn, deposes and says that:  |
| STATE OF COUNTY OF   |

# ATTACHMENT "C" COST SCHEDULE

| <b>Program:</b> YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING <b>Location:</b> West Wind Park, John Mullin Park, Wolk Park, St. George, West Ken Lark, and Veteran's Park |  |  |  |  |  |
|--|--|--|--|--|--|
| Program Cost per Participant: \$   |  |  |  |  |  |
| Payment to the City:   |  |  |  |  |  |
| <ul> <li>Percentage of gross program registration fees received: \$</li> </ul>   |  |  |  |  |  |
| Storage Space (monthly to the City): \$  |  |  |  |  |  |
| BIDDER:<br>[Insert bidder's company name]  |  |  |  |  |  |
| ADDRESS: [Insert bidder's address]   |  |  |  |  |  |
| <b>By:</b> [Signature]<br>Please type or print signature here  |  |  |  |  |  |
| Fitle: [Insert title]  Date: [Insert date]  Felephone Number: [Insert telephone number]  |  |  |  |  |  |

# ATTACHMENT "D" CONFIRMATION OF DRUG-FREE WORKPLACE

To maintain a drug-free workplace program, a business must:

- 1. **Publish a Statement**: Notify employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of these prohibitions.
- 2. **Inform Employees**: Educate employees on the dangers of drug abuse in the workplace, the company's drug-free workplace policy, available drug counseling, rehabilitation, employee assistance programs, and the penalties for drug abuse violations.
- 3. **Provide Statement to Employees**: Provide each employee engaged in providing the commodities or contractual services under this Bid a copy of the statement specified in (1).
- 4. Employee Notification Requirement: In the statement, notify employees that as a condition of working on the commodities or contractual services under this Bid, the employee will comply with the terms of the statement and will notify the employer of any conviction, or plea of guilty or nolo contendere, to any violation of Chapter 893 or 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 Sanctions**: Impose sanctions on, or require satisfactory participation in a drug abuse assistance or rehabilitation program (if available in the employee's community) for any employee convicted under this policy.
- 6. **Good Faith Effort**: Make a good faith effort to maintain a drugfree workplace through the implementation of this policy.

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

| As the authorized person to sign this statement, I certify that this firm complies fully with the above requirements. |
|---|
| Vendor's Signature:   |

# ATTACHMENT "E" SIGNATURE PAGE

The undersigned certifies their authority to submit this Submittal and bind the firm(s) named herein to perform as per the agreement. Furthermore, by signing, the undersigned attests to the following:

- 1. The Proposer is financially solvent and sufficiently experienced and competent to perform all work required under the Contract;
- 2. All facts provided in the Proposer's response, in accordance with the Request for Submittals, instructions, and specifications, are true and correct;
- 3. The Proposer has read, understood, and agrees to all the terms and conditions set forth in the Request for Proposals;
- 4. The Proposer warrants that all materials supplied to the CITY of Lauderhill, Florida, are free from security interests, liens, and that the Proposer is the lawful owner with the right to supply such materials, and will defend the conveyance to the CITY of Lauderhill, Florida, against any claims;
- 5. The Proposer understands that if selected for oral presentations by the selection committee, only those team members evaluated in the written submissions may present at the oral presentations. Any changes to the team during oral presentations may result in disqualification;
- 6. If selected by the City, the Proposer will negotiate in good faith to establish an agreement;
- 7. The Proposer understands that the City of Lauderhill may check all information provided and authorizes all entities or individuals listed to answer any inquiries. The Proposer indemnifies and holds harmless the City of Lauderhill and all entities or persons involved in verifying the information.

| Submitted on this        | day of          | , 20.             |              |
|--------------------------|-----------------|-------------------|--------------|
| (For individual, part    | tnership, or no | on-incorporated o | rganization) |
| Witness:<br>Company:     |                 |                   |              |
| By:<br>Title:            |                 |                   |              |
| Printed Name and Title   | e:              |                   |              |
| (If a corporation, affix | seal)           |                   |              |

| Company:   |
|--|
| By:  |
| Printed Name and 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, <b>20</b> , the following resolution was duly passed and adopted:   |
| "RESOLVED, that as of the Partnership is 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, is the official act and deed of the Partnership." |
| I further certify that the resolution is in full force and effect.   |
| In witness whereof, I have hereunto set my hand this day of, 20.   |
| Signature:<br>Title:   |
| STATE OF FLORIDA COUNTY OF   |
| Sworn to and subscribed before me this day of who $\square$ is personally  |
| known to me or $\square$ has presented the following type of identification:   |
| Signature of Notary Public, State of Florida Notary seal (stamped in black ink) OR   |

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Printed, typed, or stamped name of Notary and Commission Number

**CERTIFICATE (For Corporation)** I hereby certify that a meeting of the Board of Directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_\_ held on \_\_\_\_\_, **20**, the following resolution was duly passed and adopted: "RESOLVED, that \_\_\_\_\_\_, as of the Corporation, is hereby authorized to execute the Bid Form dated \_\_\_\_\_\_, 20, between the City of Lauderhill, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of the Corporation." I further certify that the resolution is in full force and effect. In witness whereof, I have hereunto set my hand this day of \_\_\_\_\_*,* 20. Secretary's Signature: \_\_\_\_\_ STATE OF FLORIDA COUNTY OF Sworn to and subscribed before me this \_\_\_\_\_ day of , **20** by \_\_\_\_\_ who □ is personally known to me or  $\square$  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 #:<br>Title:  |  |
|---|--|
| Acknowledgement is hereb<br>since issuance of Specifica                 | by made of the following Addenda received tions: |
| <ul> <li>Addendum No.</li> </ul>  | Dated:   |
|   | Dated:   |
| Addendum No   | Dated:   |
| Name of Vendor:<br>Address:<br>City, State, Zip:<br>Signature:<br>Date: |  |
|   |  |

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

## Affidavit of Compliance with Anti-Human Trafficking Laws

Pursuant to Section 787.06(13) of the Florida Statutes, the undersigned, on behalf of Entity, hereby affirms under penalty of perjury the following:

- 1. Entity does not engage in the use of coercion for labor or services as defined in Section 787.06, Florida Statutes, relating to "Human Trafficking."
- 2. The undersigned is duly authorized to execute this affidavit on behalf of the Entity, and affirms that the statements made herein are true and correct under penalty of perjury.

| Dated   | this | _ day of | <br>, 20 |  |
|---------|------|----------|----------|--|
| Signed: |      |          |          |  |
| Name:   |      |          |          |  |
| Title:  |      |          |          |  |
| Entity: |      |          |          |  |