

REQUEST FOR PROPOSALS

**YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING
RE-BID**

RFP 2023-040



Issued for the

Department of Parks and Recreation Services

**Kathy Collazo
Purchasing Agent I**

Visit us on the web at

www.lauderhill-fl.gov

Advertise Dates: April 7, 2023 and April 14, 2023

Opens: May 01, 2023

Date Issued: April 10, 2023

NOTICE TO PROPOSERS

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

YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING

RFP #2023-040

CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will be accepting sealed proposals up to **9:45 A.M. EST, on May 01, 2023**, in the City Clerk's Office, 5581 West Oakland Boulevard, Suite 421, Lauderhill, Florida 33313 and will be opened at 10:00 A.M. in Room 135. **Proposals received after 9:45 A.M. will not be considered and will be returned unopened.**

Afterschool Program is defined as structured, supervised learning opportunities for Lauderhill youth ages 5 to 18 during the school year for a minimum of 3 hours per day, 2 days a week. The program provides participating youth with academic support, mentoring, skills development, arts, sports and recreation activities outside of school hours.

Summer Camp is defined as a structured, supervised learning opportunities for Lauderhill youth ages 5 to 18 during the summer months for a minimum of 8 hours per day, 5 days a week for 8 consecutive weeks. The program provides participating youth with opportunities for enrichment, exploration, and new experiences that build confidence, self-esteem, and other important life skills in a safe and supportive environment.

Winter (December) and Spring Break (March / April) Camps coincide with the Broward County School System Calendar.

Proposals will be ranked on a combination of qualifications and pricing for proposal **RE-BID RFP #2023-040 YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING RE-BID**. The Contract (s) is non-exclusive agreement for a two (2) year term with two (2) one-year extensions based on funding availability and the sole discretion of the City.

An unbound original and one (1) electronic copy in PDF format of the proposal must be received in sealed envelopes bearing the words: "**YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING RE-BID-RFP #2023-040**" and should be hand-delivered or mailed to the City Clerk, City of Lauderhill, 5581 Oakland Park Boulevard, Suite 421, Lauderhill, Florida 33313 before the due date and time. **E-mailed and faxed proposals will not be accepted.**

All proposers must register online with the City of Lauderhill. The direct link is: www.colvendor.com.

The City of Lauderhill encourages the active participation by local vendors. This procurement will qualify for Local Vendor Preference in accordance with Section 2-139 of the City's Code of Ordinances.

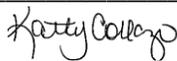
The RFP documents may be examined and obtained on and after **April 10, 2023** at the IonWave <https://lauderhill.ionwave.net/>. Vendors who obtain solicitation documents from other sources than IonWave are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted on IonWave and disseminated by the Finance/Purchasing Department.

Responsible questions regarding this RFP offering may be directed to the Purchasing Department via IonWave at <https://lauderhill.ionwave.net/>. The last date for questions pertaining to this proposal is **ten (10) days prior to the proposal due date**. Questions received after this date will not be answered.

Proposers agrees to extend identical pricing and goods under the same terms and conditions to other governmental entities. A contracting agency wishing to utilize like services will execute its own contract with the successful Proposer(s) for its requirements.

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 interest of the citizens of the City of Lauderhill. **The winning participant is required to enter into a contract with the City of Lauderhill.**

CITY OF LAUDERHILL, FLORIDA



Kathy Collazo
Purchasing Agent I

Advertising Dates: **April 07, 2023 and April 14, 2023**

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Exhibits

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STATEMENT OF NON- PARTICIPATION

Proposal NO.: RFP 2023-040

YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING RE-BID

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

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

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

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

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

Please keep us on your bid list for future projects ____ yes ____ no

Signature: _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS

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

- 1.1 City:** The City of Lauderhill, Florida.
- 1.2 Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4 Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 Purchasing Office:** The Purchasing Division-Department of Finance and Information Technology 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.
- 1.14 Piggybacking:** An agreement which establishes the ability of the City to piggyback the contract of another governmental entity with a specific vendor. The Piggyback agreement ensures that standard contractual requirements of the City are incorporated as a part of the contractual relationship with the vendor in addition to any requirements already incorporated in the agreement with the other governmental entity.
- 1.15 Local Vendor Bids:** The City of Lauderhill Code has determined that this bid shall be reserved for participation by local City of Lauderhill vendors only. No vendor shall receive more than three set-aside bid award contracts in a fiscal year. Any local City of Lauderhill vendor that has received at least one local vendor bid award contract in each of three (3) consecutive fiscal years shall not be eligible to participate in local vendor bids for the following fiscal year. If the bid prices received from local vendors are not economically comparable to normal market pricing, the procurement shall be canceled.

SECTION 2 – SCOPE OF SERVICES

I. NATURE OF WORK:

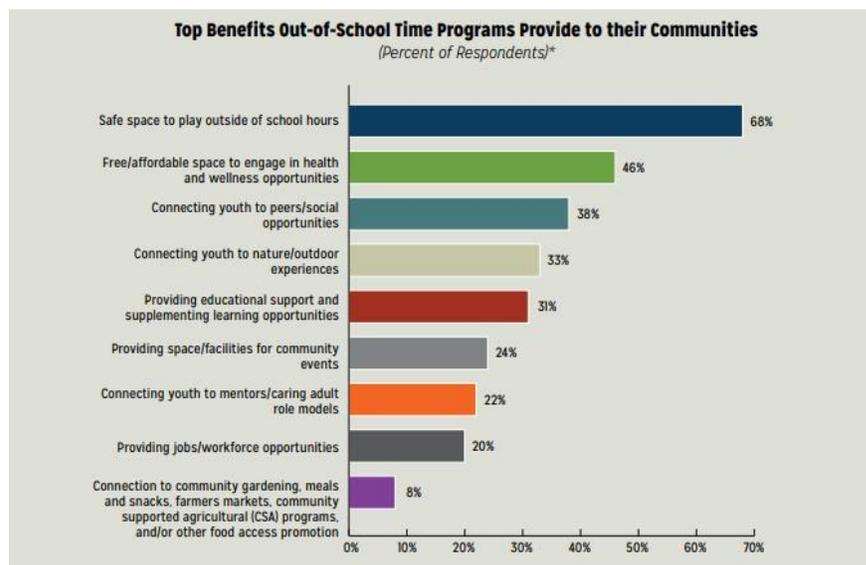
BACKGROUND

Out-of-school time (OST) programs are a safe place for kids when they are not in school. Out-of-school time programs convey many benefits to their communities, including those benefits surrounding play and physical activity. The most widely cited benefit of OST programs by park and recreation directors is that they offer a safe space to play. Similarly, 46 percent of park and recreation professionals agree that their agencies encourage healthy, physically active lifestyles through play, swimming, exercise and sports.

OST programs also help local children deal with the many challenges of growing up. For example, agencies include programming focused on:

- Family engagement (70 percent)
- Youth development (61 percent)
- Intergenerational programs/activities (53 percent)
- Mentoring (34 percent)

The Lauderdale Parks and Recreation Department strives to extend affordable youth recreation and sports skills training opportunities that are diverse and inclusive, safe and effective to the youth in our City.



Taken from NPRA out-of-school-time-survey-results-report-2018.pdf
<https://www.nrpa.org/publications-research/research-papers/out-of-school-time-survey-results/>

II. SCOPE OF SERVICE

A Request for Proposals (RFP) is being issued to solicit Youth Recreation/Sports Camp and Out-of-School programming for the City of Lauderhill's Parks and Recreation Department and required to meet the following:

A. AS AN INDEPENDENT CONTRACTOR PROVIDING PLANNING/COACHING/CHILDCARE/SKILLS TRAINING/RELATED ACTIVITIES FOR THE CITY OF LAUDERHILL PARKS AND RECREATION DEPARTMENT WITH 80/20% SPLIT AGREEMENT, the Independent Contractor shall be a current qualified child care provider and skills instructor, the contractor must provide a proposed schedule dates and times of skill instruction/childcare /practices (Exhibit A) and a proposed list of fees the organization will charge each participant (Exhibit B). Contractor must agree to immediately submit a City of Lauderhill program waiver signed by each participant. This is not an exclusive contract.

B. AS AN INDEPENDENT CONTRACTOR PROVIDING INDIVIDUAL SESSIONS/LEAGUES/TOURNAMENTS/PRACTICES FOR THE LAUDERHILL YOUTH RECREATION/SPORTS CAMP AND OUT-OF-SCHOOL PROGRAMMING, the Independent Contractor shall be qualified as a childcare provider and instructor with current CPR/AED/FIRST AID certified by the American Heart Association or equivalent. Contractors must submit a completed request for quote for any specialty class as indicated by the Lauderhill Parks and Recreation Department.

C. AS AN INDEPENDENT CONTRACTOR PROVIDING INDIVIDUAL SESSIONS/LEAGUES/TOURNAMENTS/PRACTICES FOR THE LAUDERHILL YOUTH RECREATION/SPORTS CAMP AND OUT-OF-SCHOOL PROGRAMMING the Independent Contractor shall be meet the requirements of completing

mandatory background local/state/federal background and criminal history checks as indicated by the Lauderhill Parks and Leisure Services Department.

Award: In the City's sole discretion, the City may award this RFP to one or more proposers as may be in the best interest of the City. Special conditions and scope of subsequent agreement(s) may vary as best serves the City. The City makes no guarantee of the actual volume of services that will be required and reserves the complete discretion concerning the frequency of use of the providers. The amount of services required cannot be guaranteed. Any subsequent agreement will not be an exclusive agreement.

Selection/Negotiation Process: It is anticipated, but not required, that the RFP process will proceed in the following manner: The City will appoint a Selection Committee. Oral Presentations may be held with responsive/responsible short listed individuals or all responsive/responsible proposers at the City's sole discretion. The City reserves the right to waive irregularities and/or reject all proposals or portions of proposal(s) as may be in the City's best interest. The Selection Committee will be responsible for recommending the most qualified individuals with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposals.

CREDENTIAL/CRITERIA REQUIREMENTS:

- 1.1 Mandatory Requirements for all personnel/volunteers within the organization who are working directly with participants are as follows:
- 1.2 Must be 18 years of age
- 1.3 Must have a high school diploma or equivalent
- 1.4 Must possess American Heart Association CPR certification or higher (i. e. ACLS)
- 1.5 At least one onsite employee/volunteer must possess Childcare certification and 30 hour training such as Florida Child Care Professional Credential (FCCPC), college course equivalent or similar childcare training. All employees/volunteers who work directly with participants must also have at least 20 hours childcare training. Other certifications are subject to further review for authenticity, accreditation, standards, and practices, validity of instructor credibility, etc.
- 1.6 Must have at least 2 years verifiable childcare specialty experience with School-Age children.

- 1.7 Must provide all equipment, office supplies, paperwork, and bear all other expenses related to programs (or appropriate wording, help)
- 1.8 Vendor and all of its programs and activities should provide an outline of accessibility describing how its programs are accessible to and useable by disabled persons, including persons who have sensory, physical and cognitive impairments.
- 1.9 Must have 2 or more professional work references from previous employers or from officials from previous volunteer positions
- 1.10 Must have current insurance that meets City of Lauderhill Risk Management requirements naming the City of Lauderhill as additional insured on the certificate

III. SPECIAL CONDITIONS:

A. Contractor shall have use of the following City Park areas and facility as listed to conduct the summer program as specified:

1. West Wind Park, 4550 W 82nd Avenue, Lauderhill, FL 33351
Phone number 954-572-1471.
2. John Mullins Park, 2000 NW 55th Avenue, Lauderhill, FL 33313, Phone number 954-486-8450.
3. Wolk Park, 1080 NW 42nd Way, Lauderhill, FL 33313 Phone number 954-321-2466.

Or any other locations approved by the Parks and Recreation Director.

- B. It is understood and agreed to that the specified areas and facilities are being provided for use in their current "as is" condition.
- C. Contractor shall pay for and provide all licenses, permits, and inspections necessary for the operations of the Youth Recreation/Sports Camp and Out-of-School Programming at the specified sites.
- D. Contractor shall at all times conduct business in a professional and courteous manner to the satisfaction of the Parks and Leisure Services Department Director or Designee.
- E. Contractor shall provide qualified administrators and staffing for all activities planned.

- F. Contractor shall provide each participant a fee schedule which clearly indicates the services that are offered and the exact cost for the services offered. No annual fee and/or additional registration fee shall be charged to the participant in addition to the program fee.
- G. Contractor shall have the ability to work with children in wholesome, fun, leisure activities which addresses the various sports, arts, education and special interests appropriate to the age group served.
- H. Contractor shall provide all supplies related to conduct their activity.
- I. Contractor shall provide verification of Florida Department of Law Enforcement background screening for all employees utilized in the operation of the specified camp program, in addition to background screening required by the City of Lauderhill Parks and Leisure Services Department at the expense of the Contractor.
- J. Contractor shall comply with the Drug Free Workplace Act and the American's With Disability Act.
- K. Payment to the CITY shall be submitted monthly, no later than the 5th of each month after the end of the month due.
- L. Contractor shall cleanup/collect any trash or debris generated from operations and place same in the onsite trash receptacle or in heavy duty trash bags (supplied by contractor) and placed near the onsite trash receptacles or into any on site trash dumpsters if present.
- M. Contractor is responsible to pay for any damage to CITY property, equipment or facilities caused from operation of the specified programs including but not limited to materials and labor costs.

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. The firm must have a sufficient number of qualified staff in the applicable disciplines to

complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 4 - TERM OF CONTRACT

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

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

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

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 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

5.2 Solicitation documents shall be obtained by IonWave
<https://lauderhill.ionwave.net/>.

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

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

- 6.1 Proposer should submit (in a sealed envelope indicating Proposer’s name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.:2023-040
RFP Name: YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING RE- BID
Due Date/ Time: <u>May 01, 2023 @ 9:45 A.M.</u>

- 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 four (4) bound copies and a PDF **[a total of 6]** 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 judged by the City of Lauderhill to be 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:

Prior experience as an Instructor (30)

- Instruction
- Maintenance
- Three References

Membership Development (10)

- Leagues
- Tournaments
- Member Relations

Operations (10)

- Facility Management
- Community Relations
- Staff Management

Qualifications of Personnel (10)

- Number of Staff
- Experience of Staff
- Staff Certification

Payment Guarantee to the City (30)

Local Vendor Preference (10)

The CITY may require additional information and proposers agree to furnish such information. The CITY reserves the right, at its sole discretion, to award the contract to multiple proposer who will best service the interest of the CITY. The CITY reserves the right, based upon its' deliberations and its' sole opinion, to accept or reject any proposal. The CITY reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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 will be responsible to select and rank the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Commission.
- 8.4 The City reserves the right to award to one proposer, to split the award among multiple proposers or not to award
- 8.5 No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the bidder by the City. The City reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) to the Bidder, notwithstanding that an award may have been published. No Bidder shall be entitled to rely on any announcement of awards, and the City shall in no way be estopped 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 Lauderdale 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 Lauderdale 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 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

accident	Limits:	Worker's Compensation- Employer Liability	-	Statutory \$100,000 each
		Disease	-	\$500,000 policy limit

Disease - \$100,000 each
employee

11.8 A copy of ANY current Certificate of Insurance should be included with your proposal.

11.9 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.

11.10 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 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. **This is not applicable 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.

12.14 **DISCOUNTS:**
All discounts (prompt payment and overall for awarding all items Proposed) will be considered in evaluation to determine lowest "net" cost to the City.

12.15 **SIGNATURE REQUIRED:**
All Proposals must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature.

12.16 **SIGNED PROPOSAL CONSIDERED AN OFFER:**
The signed Proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval and award by the city commission of the City of Lauderhill, subject to any conditions contained within the City Commission's approval. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

12.17 **DEFAULT PROVISIONS**
Any costs or expenses incurred by City as a result of Proposers default shall automatically be deducted from any outstanding amounts due Proposer. Proposer shall be responsible for reimbursing City for any and all costs or expenses incurred by City as a result of Proposers default.

12.18 **RESERVATIONS FOR REJECTIONS AND AWARD**
The City reserves the right to accept or reject any or all Proposals, or parts of Proposals, to waive irregularities and technicalities, and to request re-Proposals. The City also reserves the right to award the

contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

12.19 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, the State of Florida, and Ordinances of the City of Lauderhill will apply to any resulting Proposal award.

12.20 TAXES

The City of Lauderhill is exempt from taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. (Not applicable on construction or remodeling projects.)

12.21 CONFLICT OF INSTRUCTIONS

If a conflict exists between the general conditions contained herein, and the specific conditions and instruction contained herein, the specific shall govern.

12.22 RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE

The successful Proposer shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit had been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit findings.

All Proposal documents are governed by and subject to the Public Records Law, Florida Statutes, chapters 119, 286 and 287, as may be amended from time to time, apply to public records relative to competitive Proposal. There is a temporary exemption from public record disclosure for Proposal documents until such time as either the City provides notice of a decision or if a request for proposal is reissued by the City. Recordings of negotiation meetings with vendors are temporarily exempt until the City provides notice of its decision, or until 20 days after the final competitive sealed replies are all opened, whichever occurs first. This temporary exemption will be automatically repealed on October 2, 2011, unless the Legislature reenacts these provisions.

12.23 FACILITIES:

The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of agreement. City reserves the right to consider history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if history of violations warrant such a determination.

12.24 **ANTI-COLLUSION STATEMENT:**

By submitting this Proposal, the Proposer affirms that this is without previous understanding, agreement or connection with any person, business or corporation submitting a Proposal for the same materials, supplies or equipment and that this Proposal is in all respects fair and without collusion or fraud.

12.25 **PRICES TO BE FIRM:**

Proposer certifies that prices, terms and conditions in the proposal will be firm for acceptance for period of (90) days from the date of Proposal opening, unless otherwise stated by the City. There will be no escalator clauses unless specified by the City. Proposals may not be withdrawn before the expiration of ninety (90) days.

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.

Responses to Tab #'s 1-7 should not exceed 30 pages. Points may be deducted for Responses that exceed thirty (30) pages.

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.

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.

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. (Limit to three (3) pages including organizational chart.)

For each proposed project manager list five (5) 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 the last five (5) contracts 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;
- 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 GENERAL REQUIREMENTS:

Provide in a tabbed format all the information requested in the general requirements (scope of work) of this solicitation document.

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:

Insert

Non-Collusive Affidavit (Attachment "B")

Cost Schedule, (Attachment "C")

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

Signature Page (Attachment "E")

Acknowledgement of Addendums (Attachment "F")

Certificate of Insurance, and Licenses

Have you ever failed to complete work awarded to you; If so; when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5)

years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By _____
(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes
and says that:

BIDDER _____ is _____ the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

The price of items quoted in the attached Bid are fair and proper and are not tainted
by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER
or any other of its agents, representatives, owners, employees or parties in interest,
including this affidavit.

By _____

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

Notary Public (Signature)

My Commission Expires: _____

**ATTACHMENT "C"
COST SCHEDULE**

YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING

Program: YOUTH RECREATION AND OUT-OF-SCHOOL PROGRAMMING

Location: 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:

- Express as a % of gross program registration fees received \$ _____
- Storage Space (monthly to the City) \$ _____

BIDDER: _____

ADDRESS:

BY: _____
SIGNATURE

Please type or print signature here

TITLE: _____

DATE: _____

TELEPHONE NUMBER: _____

ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

Vendor's Signature

ATTACHMENT "E" **SIGNATURE PAGE**

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

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderhill, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderhill, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is 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 is the official act and deed of this Partnership."

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

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

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

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

Signature of Notary Public,
State of Florida

Notary seal (stamped in black ink)
OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

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

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

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

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

Secretary

STATE OF FLORIDA

COUNTY OF _____

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

Signature of Notary Public, State of Florida

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

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.