



LAUDERDALE • BY • THE • SEA

Agenda Memorandum

Office of the Town Manager

Bud Bentley

Assistant Town Manager 

COMMISSION MEETING DATE - 7:00 PM	September 24, 2012
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Agenda Type: Consent

SUBJECT TITLE: Code Compliance Request for Proposals

EXPLANATION: At your meeting on November 29, 2011, the Commission approved a one year contract with Calvin, Giordano and Associates Inc. to provide code compliance services for the calendar year 2012.

The year is drawing to a close and we have prepared the attached draft Request for Proposals (RFP) (**Exhibit 1**) in order to have a contract in place starting January 1, 2013. The draft RFP (**Exhibit 1**) and contract (Appendix "A") will be reviewed and approved as to legal form prior to being released, which means there may be edits from the attached copy.

The RFP provides for a term of (3) year term with one 2-year renewal at the Town's option and continues the current staff level of one full time officer and one 20 hour per week officer.

RECOMMENDATIONS: We recommend the Commission authorize the release of the RFP for Code Services.

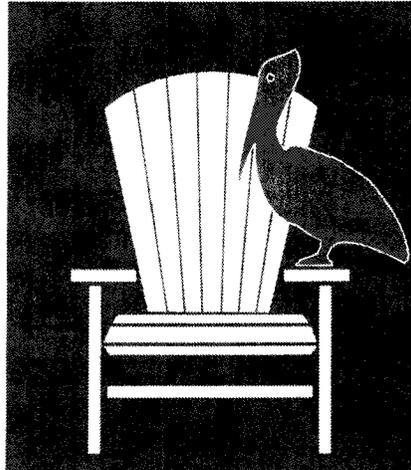
EXHIBITS: 1. RFP for Code Services

Reviewed by Town Attorney

Town Manager Initials 

Yes No

Town of Lauderdale-By-The-Sea



**LAUDERDALE
BY·THE·SEA**

REQUEST FOR PROPSAL No. 12-10-01

CODE COMPLIANCE SERVICES

RFP OPENING: _____, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 12-10-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

RFP Name: **CODE COMPLIANCE SERVICES**
RFP No. 12-10-01
RFP Closing Date: Thursday, October 25, 2012 at 2:00 pm.

The Town intends to award a contract to a firm to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), October 25, 2012, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section G, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4202.
Fax: 954-776-1857
Email: junew@lbts-fl.gov

RFP documents may be obtained via the Internet at the the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. All addendums will be posted and disseminated by DemandStar.

If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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CODE COMPLIANCE SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-1

Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town is requesting sealed proposals from qualified and experienced firms for Code Compliance Services in accordance with requirements of Florida Statutes, the Town Code and all other applicable laws and codes.

Upon the Town Commission's ranking of the qualifications of the firms recommended by the Evaluation Committee, the Town will enter into negotiations with the number one ranked firm. If no contract is reached, the Town will enter into negotiations with the next firm ranked in descending order.

The Town's goals are to:

1. Provide a proactive and comprehensive code compliance program;
2. Streamline the inspection and enforcement process;
3. Improve communication with home owners, businesses and neighborhood associations; and,
4. Develop a reputation as a municipality where code compliance is conducted in a fair, timely, and competent manner.

B. GENERAL INFORMATION

The Town of Lauderdale-By-The-Sea (hereinafter referred to as "Town") is a 1.5 square mile beachside community of 6,056 permanent residents. The population increases to 10,000 in the late fall through the winter. The Town is located on the barrier island, directly north of Fort Lauderdale.

Lauderdale-By-The-Sea is characterized by low-height residential and commercial structures in the southern section of the Town and by single family neighborhoods and condominiums in the northern section. The hospitality industry is an important part of the Town's economy and contributes greatly to its appeal and character. The Town is 98% built out, but expects to experience redevelopment and renovation of existing buildings in the coming years for two reasons. 1) Many of the Town's commercial structures and much of the southern residential area were constructed in the 1950s and 1960s, and 2) the Town is embarking on a significant infrastructure and beautification capital program to rejuvenate the Town's appearance that we believe will spur economic redevelopment

After providing code enforcement directly with Town employee, the Town contracted with Calvin Giordano to provide Code Compliance Services for calendar year 2012.

CODE COMPLIANCE SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-1

Part I – Statement of Work

C. SCOPE OF WORK

C.1 GENERAL

The successful Proposer shall be an independent contractor. The individuals assigned to work for the Town by the PROPOSER shall be employees of PROPOSER and shall be subject to the written approval by the Town. Neither PROPOSER nor PROPOSER'S employees shall be Town employees.

The successful PROPOSER shall execute a written contract (Appendix "A") with Town.

The Town will provide office space in the Development Services Department for personnel employed by the successful PROPOSER assigned to Town work.

C.2 QUALIFICATIONS OF PROPOSER

The PROPOSER shall have a minimum of three (3) years of successful experience in providing Code Compliance Services to other local government entities in the State of Florida.

C.3 FINANCIAL STABILITY OF PROPOSER

PROPOSER shall demonstrate financial stability and provide the following evidence of such stability:

The PROPOSER shall provide a copy of the PROPOSER'S last three annual financial reports, last three audited financial statements, most recent 10K and 10Q report (the latter reports if applicable). In the event the PROPOSER does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last three calendar years.

Financial reports provided shall include, at a minimum, a Balance Sheet, and Income Statement, and a Statement of Cash Flows.

C.4 RESPONSIBILITIES OF THE PARTIES

The responsibilities of the each party are set out in the Scope of Code Compliance Services, which is Exhibit "A" to the Agreement for Code Services, which is included in Appendix "A".

C.5 QUALITY CONTROL

The Town retains the right to assign a Town representative or an independent contractor to oversee the work of the proposer, including the right to accompany and observe inspectors on their inspections.

C.6 TOWN APPROVAL OF PERSONNEL

Assignment of the PROPOSER'S personnel to the Town's work is subject to written approval of the Town. In addition, the Town Manager shall have the right to request the removal of specific personnel assigned by the PROPOSER to the Town's work, which request shall not be arbitrary or capricious. Such requests must be submitted to the PROPOSER in writing and the PROPOSER shall comply with the request within ten (10) working days or more quickly at the request of the Town if the reason for the request warrants quick action.

CODE COMPLIANCE SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-1

Part I – Statement of Work

C.7 VEHICLES:

The Town has two (2) Code Compliance vehicles, which it will provide at no cost to the CONTRACTOR. See Section 3.4 in Appendix "A" for details.

An alternative the Town will consider is for the PROPOSER to provide the vehicles, the expenses of which can be proposed as a direct operating reimbursable expense. See Section 5 in Appendix "A" for details. The Town will pay the cost of fuel directly.

C.8 COMPENSATION FOR SERVICES

RFP Form C, PRICE PROPOSAL FORM shall be used to document the PROPOSER'S fees.

The Town will pay the selected PROPOSER monthly in accordance with the Florida Prompt Payment Act. Payment or a portion of payment may be withheld for failure of the PROPOSER to comply with the terms, conditions or requirements of the contract. Undisputed amounts shall be paid.

C.9 TRANSITION PLAN

Ensuring a smooth, seamless transition is of critical importance to the Town. PROPOSER shall provide a detailed description of how the PROPOSER suggests services be transitioned to the PROPOSER. The Town retains the right to modify the transition plan in its sole discretion after discussions with Town's current Contractor and the PROPOSER.

C.10 TERM OF CONTRACT & TERMINATION PROVISIONS

1. The Town anticipates entering into a contract with the successful PROPOSER for a three year term, with the opportunity for one (1) two (2) year renewal at the Town's option.
2. Notwithstanding, the contract shall be terminable at will by the Town upon providing sixty (60) days written notice from either party.

EVALUATION COMMITTEE

The Town Manager shall assign an Evaluation Committee to determine the responsiveness of each proposal. Failure of the PROPOSER to have provided required information in their RFP response will disqualify any proposal as non-responsive, and such proposal will not be considered. The Evaluation Committee may, however, waive small irregularities in the proposal that are not material to the evaluation of the proposal. The Evaluation Committee may disqualify any proposal that make false statements.

The evaluation of Proposals and the determination of conformity and acceptability will be based on information furnished by the PROPOSER as well as such information reasonably available to the Town. The Evaluation Committee may make such investigations as it deems necessary to determine the ability of the PROPOSER to perform the services and the PROPOSER shall provide the Town in a timely manner all such additional information for this purpose that the Town may request.

CODE COMPLIANCE SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-1

Part I – Statement of Work

Proposals will be evaluated and ranked based on, among additional factors, the following:

1. The Proposer's past experience and performance on comparable contracts.
2. The quality of the firm's professional personnel to perform the services outlined in this RFP.
3. The proposed cost of the service.

Each member of the Evaluation Committee will review and evaluate each Proposal. The full Evaluation Committee will then convene to determine which proposals, if any, are non-responsive, to review and discuss evaluations of the remaining proposals, and to rank the Proposers.

Depending on the number of proposals submitted, the Evaluation Committee may short-list the firms down to three (if available) and then rank those three firms.

The Evaluation Committee may also decide to interview the short-listed Proposers before determining their final ranking of the proposals.

The Evaluation Committee shall forward their rankings to the Town Commission. The Town Commission shall make the final Evaluation decision, based on information provided from the Evaluation Committee.

D. TECHNICAL REQUIREMENTS

QUALIFICATIONS OF PROPOSER'S PERSONNEL

The PROPOSER shall insure that the individuals assigned to perform the work called for in this scope of service have the licenses and/or certifications specified in the Agreement for Code Services (**Appendix "A"**) and any additional licenses or certifications that Broward County or the State of Florida require to perform the work described during the term of any contract with the Town.

It shall be the duty of the PROPOSER to monitor the required licenses and certification of individuals assigned to the Town's work to make sure that they are and remain current. The PROPOSER shall immediately remove an individual from performing Lauderdale-By-The-Sea's work if their required license or certification lapses or is suspended.

All personnel assigned by the PROPOSER to the Town's work shall be fluent in English and have excellent customer skills. Conversational Spanish is an additional beneficial skill.

a. BACKGROUND SCREENING

The successful PROPOSER shall certify that each of its staff personnel assigned to the Town has undergone a criminal background investigation and that no person assigned to Town work has been convicted of any felony or any misdemeanor involving moral turpitude.

CODE COMPLIANCE SERVICES

Town of Lauderdale-By-The-Sea RFP No. 12-10-1

Part I – Statement of Work

E. *INSURANCE*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

Insurance Requirements are listed in Section 6 of the Agreement for Code Compliance Services, which may be found in Appendix "A".

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4202.
Fax: 954-776-0576
Email: JuneW@lbts-fl.gov

B. INVITATION TO PROPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

The Town will not respond to oral inquiries. Proposers may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 12-10-1 QUESTION".

The Town will respond to written inquiries received at least 3 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original proposal, three (3) copies and one proposal in a PDF file format - all in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

RFP No. 12-10-1

Title: CODE COMPLIANCE SERVICES

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits this document.

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

9. Any and all exceptions to the RFP should be explained in this section as well as any exceptions or requests to modify the Town Agreement (Appendix "A").

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form ***must*** be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

- A. ability to meet set standards;

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal; and,
- L. time frames.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.

PLANS REVIEW & BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01

Part II –General Information

5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's professional services contract for Code Compliance Services, which is included in Appendix "A".

PROPOSER SHALL CLEARLY AND PROMINENTLY NOTE ANY AND ALL EXCEPTIONS OR REQUESTS FOR MODIFICATION TO THE TOWN'S AGREEMENT FOR CODE COMPLIANCE SERVICES.

End of Part II

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

12. Provide the following information concerning all existing contracts for code compliance services and proposals you have submitted and are under consideration as of the date of submission of this Proposal for your company, division or unit as appropriate.

Contract with	Type of Contract	Contract Amount	Beginning Date	Ending Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

2. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

3. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

4. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer:

Name of authorized representative of Proposer:

Proposed Fee Schedule For Services

(INSERT HERE)

Proposed Billing & Payment Schedule

(INSERT HERE)

The proposed fees SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

Additional Services.

Please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

RFP FORM D

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

PLANS REVIEW AND BUILDING INSPECTION SERVICES

Lauderdale-By-The-Sea RFP No. 12-10-01, RFP Forms

employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

State of _____
County of _____

Sworn to and subscribed before me this ____ day of _____, 2012.

Notary Public

My Commission Expires:

AGREEMENT FOR CODE COMPLIANCE SERVICES
BETWEEN
TOWN OF LAUDERDALE-BY-THE-SEA
AND
_____, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 2012, by and between the Town of Lauderdale-By-The-Sea (**TOWN**) and _____, (**CONTRACTOR**).

WITNESSETH:

WHEREAS, the TOWN provides a high level of professional code compliance and related services for the benefit of the citizenry; and

WHEREAS, the TOWN has determined that it would be in the best interest of the community to contract with a provider to provide code compliance services; and

WHEREAS, CONTRACTOR performs code compliance services for other cities and has offered to provide said services to the TOWN; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned code compliance services will be provided.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 **DEFINED TERMS.** The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 **Agreement** shall mean this Agreement for code compliance services between the TOWN and CONTRACTOR, including all attachments.

1.1.2 **Applicable Laws** shall mean, with respect to any person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such person, and all orders or decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or any of its agents, affiliates or property may be bound.

1.1.3 **CONTRACTOR** shall mean the duly authorized representatives of _____, INC.

1.1.4 **TOWN** shall mean the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

- 1.1.5 **Town Manager** shall mean the duly appointed and validly existing TOWN Manager of the TOWN, or designee.
- 1.1.6 **Consideration** shall mean the payment by the TOWN hereunder in consideration of the Services performed by CONTRACTOR, as set forth in this Agreement.
- 1.1.7 **Liens** shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- 1.1.8 **Effective Date** shall mean the date the Agreement is fully executed by both parties.
- 1.1.9 **Fiscal Year** shall mean the period between October 1 and the following September 30.
- 1.1.10 **Services or Scope of Work** shall mean the services set forth in Exhibit "A", which is incorporated herein and made a part hereof for all purposes. .
- 1.1.11 **Start Date** shall mean the date on which the CONTRACTOR has personnel onsite begins providing Services hereunder.

1.2 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

SECTION 2. CONSIDERATION

2.1 TOWN shall pay CONTRACTOR in consideration for the Services described herein the following amounts:

- 2.1.1 An annual fee of \$_____ for the CONTRACTOR'S personnel expense.
- 2.1.2 A fee of \$_____ per mile for each mile Code Inspector's use a CONTRACTOR'S vehicle to provide services under the terms of this agreement.
- 2.1.3 Additional hourly services for field code inspectors shall be billed at the or at the regular hourly rate or at an overtime rate when the person actually works over 40 hours per week. The parties shall use the TOWN definition of overtime.

The annual fees specified in this section shall be paid in equal monthly payments. The monthly invoice submitted by the CONTRACTOR shall be paid in accordance with the Florida Prompt Payment Act. Payment after it has been certified as correct by the Development Services Director. Payment or a portion of payment, may be withheld for failure of the PROPOSER to comply with the terms, conditions or requirements of the contract. Undisputed amounts shall be paid.

SECTION 3. TOWN RESOURCES

The TOWN shall provide the following:

- 3.1 Office space for each code inspector, which includes utilities, and the use of office telephones, a copier, a facsimile machine, desks and internet connection.
- 3.2 TOWN stationary, notices and forms and the related postage.

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

- 3.3 The Special Magistrate and clerical support for the Special Magistrate, including:
 - 3.3.1 Preparation of the agenda, minutes and orders.
 - 3.3.2 Posting all notices of hearings to meet notice requirements for public hearings as set forth in Florida Statutes.
 - 3.3.3 Maintenance of records of all orally pronounced orders.
 - 3.3.4 Preparation, execution and attestation of all necessary orders.

[NOTE –Section 3.4 IS OPTIONAL depending if the Town or the Contractor supplies the vehicles]

3.4 During the Term of this Agreement the TOWN will provide two (2) vehicles at no cost to the CONTRACTOR, subject to the following requirements:

- 3.4.1 The vehicles shall be used by CONTRACTOR only for Services required and authorized herein.
- 3.4.2 The vehicles shall remain within the municipal boundaries of the TOWN unless specifically authorized in writing by TOWN Manager or designee.
- 3.4.3 TOWN will provide a fuel card for code compliance vehicles at no cost to CONTRACTOR. CONTRACTOR shall comply with TOWN internal controls policies for fuel usage.
- 3.4.4 TOWN will transfer the titles to and ownership of the Vehicles to OPERATOR at no cost to OPERATOR. TOWN represents and warrants to OPERATOR that TOWN has good and marketable title to the Vehicles, full authority to transfer the Vehicles, and that the Vehicles are transferred free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever. Any and all costs incurred by OPERATOR in titling and registering the Vehicles shall be deemed reimbursable Operating Expenses. In addition, any and all taxes, assessments and other governmental charges levied or assessed upon OPERATOR's interest in the Vehicles during the term of the Agreement shall be deemed reimbursable Operating Expenses.

3.5 TOWN shall provide CONTRACTOR access to all TOWN records relevant to code compliance, including past code files, building permits and plans, sign permits, development and site plans and occupational license records.

SECTION 4. TERM

This Agreement shall commence on the January 1, 2013 and shall continue thereafter for a three year term ending on December 31, 2015 (the "Term"), unless otherwise amended or terminated as set forth in this Agreement. The CONTRACTOR shall commence Services to TOWN hereunder no later than 30 days following the Effective Date.

The TOWN has the option to extend this agreement for one 2-year term, which is from January 2017 to December 31, 2017.

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AGREEMENT FOR CODE COMPLIANCE SERVICES

SECTION 5. SCOPE OF SERVICES

The CONTRACTOR shall perform the work required hereunder in a legal, courteous and professional manner and shall include the supply of all associated labor necessary for the prompt performance of Services in accordance with the attached Scope of Work (Exhibit "A").

SECTION 6. INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverage shall include a minimum of:

6.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws.

6.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability.

6.3 **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for Bodily Injury and Property Damage. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.

(a) The TOWN is to be specifically included as an additional insured for the liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this Agreement. CONTRACTOR'S insurance, including that applicable to the TOWN as an additional insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the

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AGREEMENT FOR CODE COMPLIANCE SERVICES

insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

6.4 **Professional Liability:** \$5,000,000.00 policy to be written on a claims made basis.

6.5 **Certificate of Insurance:** Prior to the execution of this Agreement, CONTRACTOR shall provide the TOWN Manager with evidence of insurability from the CONTRACTOR'S insurance carrier or a Certificate of Insurance. Prior to commencement of any Services hereunder, CONTRACTOR shall provide to the TOWN Manager, Certificates of Insurance evidencing the required insurance coverage's. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically Name the TOWN as additionally insured. The TOWN reserves the right to require the CONTRACTOR to provide endorsements or a certified copy of such policies, upon written request by the TOWN. If a policy is due to expire prior to the completion of the Services hereunder, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

6.6 All deductibles or self-insured retentions must be declared to and be approved by the TOWN Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The TOWN Manager may require the CONTRACTOR, at any time subsequent to the execution of this Agreement, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

SECTION 7. ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the TOWN, which may be withheld for any reason. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

SECTION 8. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the TOWN Manager. TOWN and CONTRACTOR agree that the TOWN will not hire any employee of CONTRACTOR for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

SECTION 9. TERMINATION

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

This Agreement may be terminated without cause by the TOWN upon sixty (60) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for Services rendered up to and including the date of termination.

SECTION 10. DEFAULT

10.1 DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

- 10.1.1 Failure of CONTRACTOR to perform the Services as required herein at any time during the Term or during any renewal; or
- 10.1.2 Failure of CONTRACTOR to obtain the approval of the TOWN where required by this Agreement; or
- 10.1.3 Failure of the CONTRACTOR to perform any covenant, condition, agreement or provision contained herein; or
- 10.1.4 CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

10.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the TOWN may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

- 10.2.1 Terminate and cancel this Agreement; or
- 10.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or
- 10.2.3 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by Applicable Law; or
- 10.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or
- 10.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or
- 10.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

SECTION 11. FORCE MAJEURE

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AGREEMENT FOR CODE COMPLIANCE SERVICES

11.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement at all times remains subject to termination pursuant to the other provisions of the Agreement.

11.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the TOWN specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that for purposes of all time frames under this Agreement, time is of the essence.

SECTION 12. CONFLICT OF INTEREST

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and those of all applicable local jurisdictions, and CONTRACTOR agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the TOWN and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the TOWN by the CONTRACTOR. No officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 13. SEVERABILITY

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

SECTION 14. WAIVER

Any waiver of any breach of this Agreement by the TOWN shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the TOWN from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

SECTION 15. ATTORNEY FEES

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

SECTION 16. INDEMNIFICATION

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the TOWN of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services hereunder, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement. The provisions of this indemnity shall survive the expiration or termination of this Agreement.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR:

Facsimile: (954) 921-8807

FOR TOWN:

Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Phone: (954) 640-4200
Fax: (954) 776-1857

Copy To:

Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Phone: (954) 640-4200
Fax: (954) 776-1857

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

SECTION 18. HEADINGS

The headings or titles to sections of this Agreement are not part of the Agreement and

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

shall have no effect upon the construction or interpretation of any part of this Agreement.

SECTION 19. ENTIRE AGREEMENT

This Agreement constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, or modified only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 20. INDEPENDENT CONTRACTOR

The CONTRACTOR shall be deemed an independent contractor for all purposes and the employees of the CONTRACTOR or any of its contractors, subcontractors or the employees thereof, shall not in any manner be deemed to be employees of TOWN. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by TOWN, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from TOWN.

SECTION 21. WARRANTIES & REPRESENTATIONS OF CONTRACTOR

21.1 CONTRACTOR warrants to the TOWN that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR'S licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the TOWN pursuant to this Agreement.

21.1.1 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

21.1.2 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

21.1.3 CONTRACTOR represents it will maintain a Drug Free Workplace through the term of this Agreement.

SECTION 22. PUBLIC RECORDS

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

- 22.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to TOWN contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under all applicable law.
- 22.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the TOWN and the TOWN shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All code compliance records generated prior to, or outside of this Agreement, shall also remain the property of the TOWN, with the same rights as set forth above.
- 22.3 All fines, and costs collected, and all liens generated as a result of code compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the TOWN.

SECTION 23. OWNERSHIP OF DOCUMENTS

Upon expiration or termination of this Agreement for any reason, CONTRACTOR shall provide to TOWN a copy of all documents created for TOWN, or created pursuant to this Agreement, in an electronic format readable by software of the TOWN. Receipt of all such documents is a condition precedent to final payment hereunder by TOWN to CONTRACTOR.

SECTION 24. AUDITING

The TOWN may at reasonable times, and for a period up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to the CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

SECTION 24. GOVERNING LAW

This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

SECTION 25. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all applicable laws which are or become applicable to the Services performed under the terms of or pursuant to this Agreement.

Appendix "A"
**AGREEMENT FOR CODE
COMPLIANCE SERVICES**

CONTRACTOR shall provide its Services under this Agreement in accordance with all State, Federal, County and local laws including but not limited to the TOWN Code of Ordinances, and any procedures approved by resolution by the TOWN Commission.

SECTION 25. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 27. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

Witnesses:

TOWN:

BY:

CONSTANCE HOFFMANN,
TOWN MANAGER

Attest:

JUNE WHITE, TOWN CLERK

(SEAL)

APPROVED AS TO FORM:

TOWN ATTORNEY

Appendix "A"

AGREEMENT FOR CODE COMPLIANCE SERVICES

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by **CONSTANCE HOFFMANN** as TOWN Manager and **JUNE WHITE** as TOWN Clerk of the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed, or Stamped)

Commission Number

CONTRACTOR _____

_____, Inc.

WITNESS

BY _____

Print: _____

Name: _____

Typed Name of Witness

Title:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____. He is personally known to me or who has produced _____ as identification.
(type of identification)

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed, or Stamped)

Commission Number

SCOPE OF SERVICES

CODE COMPLIANCE SERVICES

1. Operations
 - A. CONTRACTOR will provide a comprehensive code compliance program ("the Code Compliance Program") by providing all aspects necessary to obtain enforcement of the code compliance provisions of the Town Code and as indicated in permits issued by the TOWN, including all transition efforts from the existing program and ongoing and continuous planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and prosecution before the Special Magistrate. For purposes of this paragraph "transition" shall include continued prosecution and compliance inspections by CONTRACTOR of all open code compliance cases existing prior to the effective date of this Agreement.
 - B. Code compliance services will be operated and administered at the direction of the Town Manager or designee.
 - C. The Program shall include inspection of special events for compliance with the Town Code provisions and any conditions established for the special event by the TOWN.
 - D. CONTRACTOR will provide administrative support for the Special Magistrate proceedings, which includes but is not limited to:
 - 1) Determine which cases shall be scheduled for Special Magistrate.
 - 2) Coordinate with Town departments and citizens that have an interest in cases before the Special Magistrate.
 - 3) Process cases/files for all matters authorized to be heard before the Special Magistrate.
 - 4) Prepare and present case documentation at Special Magistrate hearing.
 - 5) Prepare all hearing notices, including recurring/repeating cases.
 - 6) Assist Town Attorney with all foreclosure related inquires.
 - 7) Assist Town Attorney with preparation for hearings before the Special Magistrate, trials heard in the County Court, appeals of Special Magistrate orders in Circuit Court and requests for relief from code enforcement liens.
 - 8) Work with Town department representatives, other inspectors, the Town Attorney and outside enforcement agency representatives as part of a "team" to develop and prosecute cases that have violations before the Special Magistrate or in County Court.
 - 9) Implement the TOWN'S Nuisance Abatement Program, which includes presenting cases to a Nuisance Abatement Board or other TOWN board created for this purpose under all applicable Code provisions, including any enacted after the date hereof.
 - 10) Respond to all requested depositions as ordered.
 - 11) Process lien payments.

Exhibit "A"

Scope of Code Compliance Services

- 12) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
 - 13) Process necessary documentation to record and remove liens.
 - 14) Provide any other labor and efforts necessary to assist the Special Magistrate in conducting all necessary proceedings.
- E. CONTRACTOR shall attend meetings with the Town Commission, neighborhood organizations, community businesses, and citizens to the extent requested by the Town Manager or designee. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the TOWN, education of the public, and enhancement of service delivery.
- F. Compliance philosophy, priorities, and community standards will be established by the TOWN and actively implemented by the CONTRACTOR, tailored to the TOWN'S discretion.
- G. All administrative and field compliance activities will be automated electronically by CONTRACTOR; utilizing CONTRACTOR'S operating software. All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will be conducted by the CONTRACTOR.
- 1) Within 15 days of the end of each fiscal year and upon termination of this Agreement, CONTRACTOR shall transfer and provide to TOWN all code compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding fiscal year on disk or other media that can be read and stored on the TOWN'S computers in Microsoft Word, Excel or other similarly viewable format approved by TOWN.
 - 2) CONTRACTOR shall maintain and utilize TOWN'S software system for cases already open when it initiates code compliance Services under this Agreement, until and unless CONTRACTOR transfers all open case information to CONTRACTOR'S software system with prior notice of same to the TOWN.
 - 3) CONTRACTOR shall train a number of TOWN staff that will provide support or backup in the use of the CONTRACTOR'S software and the software will be loaded on a number of TOWN's computer as necessary for this purpose.
- H. The principles of excellent customer service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain Code compliance. Citizens and business operators shall be treated with respect and professionalism at all times.
- I. Training and professional development will be conducted on an ongoing basis to provide the highest level of service possible to the TOWN and its citizens. Moreover, CONTRACTOR recognizes the Town Commission will amend its Code of Ordinances to modify or enact additional regulations. CONTRACTOR will be responsible to enforce such regulations as they become enacted. The TOWN shall provide the CONTRACTOR with copies of all adopted ordinance

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Scope of Code Compliance Services

changes subsequent to the date hereof that are applicable for enforcement by the CONTRACTOR.

- J. CONTRACTOR'S staff will work cooperatively with and in support of all other TOWN staff and functions to create both a smooth transition and a long term successful code compliance program, and will coordinate its compliance efforts with TOWN departments as appropriate.
- K. The CONTRACTOR assist in the drafting of revisions to existing ordinances and new ordinances as directed by TOWN to improve the appearance of the TOWN, to address concerns raised by the public, to aide in the operation of the Code Compliance Program, or to provide new guidelines.
- L. CONTRACTOR'S staff will consult with the Town Attorney's Office designated personnel on code compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

2. Personnel

The CONTRACTOR will provide the following resources:

- A. _____ who shall be the Contract Administrator for CONTRACTOR.
- B. _____ who shall be the Project Manager and who shall provide effective supervision of CONTRACTOR'S personal assigned to TOWN.
- C. Code Compliance Inspectors
 - 1) One (1) full-time Code Compliance Inspector with the onsite responsibility for Code Compliance Services.
 - 2) One 20 hour a week part-time Code Compliance Inspector.
- D. These personnel shall facilitate the resolution of all violation, cases, and enforcement actions in order to gain compliance with the TOWN's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.
- E. All code compliance inspectors utilized under this Agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the code compliance services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the TOWN.
- F. All code compliance supervisors utilized under this Agreement shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the code compliance services described herein. Thereafter, all code compliance supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the TOWN.
- G. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the inspectors and supervisors will be required to take and pass the courses covering the equivalent subject matter.
- H. It will be the CONTRACTOR'S sole responsibility to employ, manage, and

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compensate fully, all staff provided by CONTRACTOR under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all code compliance services under this Agreement. However, the TOWN does retain the right and ability to disapprove the assignment of specific personnel to perform services for the TOWN, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the TOWN. If requested by the TOWN, the CONTRACTOR will change personnel assigned to this services under this Agreement to the satisfaction of the TOWN.

- I. Office supplies and materials and uniforms, with appropriate identification shall be provided by the CONTRACTOR.

3. Hours of Operation

CONTRACTOR shall provide code compliance services Monday through Sunday on a schedule approved in writing by the Town Manager. The schedule may be modified to accommodate services requests of TOWN. CONTRACTOR acknowledges services may be required outside the normal working hours of TOWN. CONTRACTOR shall provide such services at no extra cost.

4. CONTRACTOR shall provide monthly performance reports to the Town Manager to include but not be limited to:

- a) New code compliance cases opened including a description of the derivation, whether through a complaint or CONTRACTOR'S initiative,
- b) Outstanding code compliance cases and their status,
- c) Number of inspections,
- d) Number of re-inspections,
- e) Code compliances cases closed,
- f) Code compliance cases scheduled before the Special Magistrate,
- g) Revenue collected,
- h) Revenue outstanding (uncollected),
- i) Staffing roster, including weekly hours worked per position, and
- j) Liens filed or released.

Additional reports and information shall be provided as requested by the TOWN at no cost to the TOWN.

CONTRACTOR shall submit an annual report to the TOWN by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the TOWN.

5. Vehicles

- 5.1 CONTRACTOR shall maintain in good operating condition and repair and continuously insure the vehicles used in providing Code Compliance Services in

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Scope of Code Compliance Services

accord with the requirements of this Agreement. The costs of such repair obligations and insurance and deductibles established by OPERATOR for insured losses attributable to the Vehicles shall be deemed reimbursable Operating Expenses.

- 5.2 In the event TOWN transfers title of vehicles to OPERATOR, OPERATOR shall provide TOWN evidence of such insurance coverage for the Vehicles. Prevent the use of the Vehicles for any purpose other than the performance of the obligations under this Agreement. Prevent the imposition of any liens on such Vehicles. Upon expiration or termination of this Agreement for any reason, transfer title to, ownership, and possession of the Vehicles, in good repair (ordinary wear and tear excepted) and free of damage and liens, to TOWN.
- 5.3 In the event this Agreement expires or is terminated, any compensation payable to OPERATOR may be withheld by TOWN until all documents, the Vehicles, and any property belonging to TOWN are provided to TOWN. In no event shall the TOWN be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
- 5.4 In the event OPERATOR fails to transfer and return the Vehicles to TOWN as required herein in a timely manner, this Agreement shall be deemed a lien upon such Vehicles and OPERATOR acknowledges that the TOWN shall be deemed automatically damaged in the amount of the value of any such Vehicles not transferred, in addition to any other damages that may be incurred by TOWN.

6. Other

- 5.1 CONTRACTOR will provide, at CONTRACTOR'S expense, automatic vehicle location (AVL) equipment for the assigned code compliance vehicles.
- 5.2 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.
- 5.3 Revenue collections associated with the services provided in this Agreement will be conducted by the TOWN. All revenues associated with code compliance and Special Magistrate shall be owned and retained by the TOWN.