

## **Solicitation 385-9838**

# **Consulting Services - Feasibility of Utility Undergrounding**

**City of Fort Lauderdale**

## **Bid 385-9838**

### **Consulting Services - Feasability of Utility Undergrounding**

Bid Number **385-9838**  
Bid Title **Consulting Services - Feasability of Utility Undergrounding**

Bid Start Date **Sep 7, 2007 1:25:23 PM EDT**  
Bid End Date **Sep 27, 2007 2:00:00 PM EDT**  
Question &  
Answer End **Sep 20, 2007 4:00:00 PM EDT**  
Date

Bid Contact **Kirk Buffington**  
**Director**  
**Procurement**  
**954-828-5933**  
**kbuffington@fortlauderdale.gov**

#### **Description**

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing, and having experience in the practice of review of commercial electrical infrastructure, experience in electrical services= market analysis, and more specifically firms' having experience in the studying the feasibility and costs associated with utility undergrounding "UG". Firms must have prior experience in performing similar studies and planning for other localities with similar demographics, geography, current and future development patterns, and size (i.e. population and area) such as the City of Fort Lauderdale, FL.

This RFP requests that offeror provide firm fixed price proposals for services for two (2) separate and distinct groups; electrical utility undergrounding and telecommunications undergrounding including telephone and CATV, as more fully outlined in the Scope of Services.

#### 2) Background

A viable and complete electrical infrastructure is an essential and integral part of the economic health and vitality of the City of Fort Lauderdale, FL as it progresses through the 21st Century. Florida Power and Light (FPL) provide the City of Fort Lauderdale, FL, electricity under a franchise agreement (Attachment 1).

Under a separate competitive solicitation (RFP No.: 375-9669) and contract, the City has solicited for a consultant to study the Feasibility of Utility Municipiplization. This contract has not yet been awarded, but City staff anticipates making an award recommendation to our City Commission in September of 2007. The City would expect and encourage the successful contractor resulting from this solicitation to work closely with, and share information with, the Consultant conducting the study of Utility Municipiplization. A copy of RFP No.: 375-9669 is attached for reference and information to interested responders.

**PART II: ANTICIPATED RFP SCHEDULE**

Release of RFP September 07, 2007

Last Date for Questions September 20, 2007

Anticipated Addendum Release, if required September 21, 2007

**PROPOSALS DUE: September 27, 2007**

Evaluation Committee Review of Proposals  
and Short listing of proposers, if possible  
**ESTIMATED** Week of  
**October 1, 2007**

Review of Clarifications and/or Oral Interviews and  
Final Ranking of proposers, if required  
**ESTIMATED** Week of October 1/8, 2007

Anticipated Award Recommendation for City Commission October 16, 2007

Proposers should be aware that the City wishes to complete the RFP process and finalize a Contract Award in accordance with the schedule referenced in the RFP specifications.

**A) Introduction/Overview****1) Purpose/Objective**

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing, and having experience in the practice of review of urban electrical infrastructure, experience in electrical services= market analysis, and more specifically firms' having experience in the study of the feasibility and costs associated with electrical utility undergrounding "UG". Firms must have prior experience in performing similar studies and planning for other localities with similar demographics, geography, current and future development patterns, and size (i.e. population and area) such as the City of Fort Lauderdale, FL.

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## **PART I: INTRODUCTION:**

**1. PURPOSE:** The City of Fort Lauderdale is seeking proposals from qualified Consultants/and or Consulting firms, to provide a comprehensive report regarding **FEASABILITY STUDY OF ELECTRICAL AND TELECOMMUNICATION UTILITY UNDERGROUNDING** in the City of Fort Lauderdale, FL.

**2. ADDITIONAL INFORMATION:** For additional information concerning the technical specifications contained in this RFP or for information concerning the RFP response procedures contact Director of Procurement Services, Kirk W. Buffington, at (954) 828-5933, or via e-mail at [kbuffington@fortlauderdale.gov](mailto:kbuffington@fortlauderdale.gov) Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or RFP procedures will only be transmitted by written addendum.

**3. LAST DATE FOR QUESTIONS:** Any questions Proposers wish to be addressed and which might require an addendum must be submitted in writing to the City's Procurement Services Department. The City shall accept written **questions of a material nature until the date and time shown in the RFP schedule**. All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. To expedite receipt and response to these questions, Proposers are requested to use the Question/Answer function of the RFP Depot site, available to registered vendors of RFP Depot. (REGISTRATION IS FREE). Visit [www.rfpdepot.com](http://www.rfpdepot.com)

It is anticipated that an addendum, if needed, will be issued within 2 days of the Last Date for Receipt of Questions.

**4. CONTRACTOR QUALIFICATIONS/ELIGIBILITY:** In order to meet eligibility requirements for responding to this RFP, Proposers shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the RFP specifications.

**5. SUB-CONTRACTING:** In the event Proposer considers sub-contracting in the course of performing these services, that information shall be specifically detailed within the proposal response, and all requirements of the Proposer shall be applicable and required of the proposed sub-contractor, and be subject to the City's approval and acceptance. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest.

## **SUBCONTRACTORS**

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City.

## **EVALUATION & AWARD**

## **EVALUATION AND AWARD CRITERIA**

The City's staff shall conduct an evaluation of all proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP.

Evaluation of proposals will be conducted by an Evaluation Committee of qualified City Staff, and other persons selected by the City. The committee will evaluate all responsive and responsible proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals, and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may determine the need to conduct oral interviews, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Award of the contract will be based on certain objective and subjective considerations listed below:

<b>Evaluation Factors</b>	<b>Weight</b>
<b>Experience</b>	<b>40 pts</b>
Minimum 5 years successful general consulting in the area of ELECTRICAL NEEDS ASSESEMENT and REVIEW OF UTILITY UNDERGROUNDING	
Minimum 5 years experience in directing similar types of studies for public agencies (include reference to published and adopted studies, plans, and reports).	
Ability, capacity, skill and financial resources to provide the service – as evidenced in the firm's response to this RFP	
Please include detailed resumes of all individuals proposed to work on/manage this study on the firm's behalf	
<b>Firms Reputation/References</b>	<b>30 pts.</b>
Please provide a listing of all previous customers during the past three (3) years for all work of similar size/scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Include client name/address/current telephone/fax/e-mail	
<b>Quality and Clarity of Proposal Response/including a clear showing of an understanding of the City's needs</b>	<b>15 pts</b>
<b>Price</b>	<b>15 pts.</b>
<b>Total</b>	<b>100</b>

## **PART III: SPECIAL CONDITIONS**

**1. RULES AND PROPOSALS:** The signer(s) of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**TRANSACTION FEES:** BEGINNING APRIL 1, 2005, THE CITY OF FORT LAUDERDALE USES RFP DEPOT ([www.rfpdepot.com](http://www.rfpdepot.com)) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS, NOR WILL ANY FEES BE CHARGED TO THE AWARDED VENDOR. REFER TO [www.rfpdepot.com](http://www.rfpdepot.com) FOR FURTHER INFORMATION. REFER TO [WWW.RFPDEPOT.COM](http://WWW.RFPDEPOT.COM) FOR FURTHER INFORMATION

**PROPOSAL REQUIREMENTS/ELECTRONIC SUBMITTAL of DOCUMENTS:** ALL PROPOSERS ARE REQUESTED TO SUBMIT RESPONSES ELECTRONICALLY, VIA THIS SITE, [www.rfpdepot.com](http://www.rfpdepot.com) . RESPONSE FORMAT SHOULD BE IN ACCORDANCE WITH RFP PROPOSAL INSTRUCTIONS. Vendors may upload all necessary response documents, via the web site. For additional information assistance, please contact RFP Depot, at [vendor.rfpdepot.com](http://vendor.rfpdepot.com) , or 801-765-9245.

**2. VARIANCES:** While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Evaluation & Award)

**3. CONFIDENTIAL INFORMATION:** See General Conditions, 3.15

**4. INSURANCE REQUIREMENTS:**

**INSURANCE REQUIREMENTS:** Contractor shall assume full responsibility and expense to obtain all required insurance. Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension term(s), the insurance coverage's set forth in this section. The Contractor shall furnish original certificates to the City's Purchasing office, and receive approval by the City's Risk Manager, PRIOR to the commencement of any work. Such certificates shall name the City as an ADDITIONAL INSURED.

**Notice of cancellation and/or restriction:** The policy(s) must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

1. Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055  
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's 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 phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

2. 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 must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction contracts only.

3. Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily Injury	\$250,000 each person \$500,000 each occurrence
Property Damage	\$100,000 each occurrence
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

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

## SUBCONTRACTORS

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City.

**In the event that you are the successful proposer, you will be required to provide a Certificate naming the City as an "Additional Insured" for both General Liability and Automobile.**

**5. SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred, or assigned without the written approval of the City Manager, or designee.

**6. ADDITION/DELETION OF SERVICES:** The City may require additional services that may not be specifically listed in the RFP. The Contractor agrees to provide such services, and shall provide the City with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or Contractual terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors.

**7. ADMINISTRATION OF CONTRACT:** Overall performance under the resultant contract shall be supervised by the Public Works Department/Office of the City Engineer. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the City, there has been a breach of

contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (30) days of such notice.

At that time, the Public Works Director and Procurement Director, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there have been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined.

The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

**8. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

See General Conditions, Section 1.08 for MBE and WBE definitions.

**9. SUBSTITUTION OF PERSONNEL:** In the event the Consultant wishes to substitute any key personnel for those listed in his proposal, the City shall receive prior notice and shall have the right to review and approve such substitutions.

If the City has reasonable evidence to believe that an employee of the Consultant, working on City property, is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfaction. However, the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, statute, City ordinance, contract of employment, or union agreement.

**10. CONFLICT OF INTEREST:** Proposers are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees, contracts or interests associated with this project.

**11. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"):** The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood,

explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**12. LOBBYING ACTIVITIES:** Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

**13. VARIANCES:** While the City allows Contractors to take variance to the RFP terms, conditions and specifications, the material nature, number and extent of variances taken will be considered in determining proposal responsiveness, and in the award of proposal points.

See SECTION 1.06 of General Conditions.

**14. RFP DOCUMENTS:** The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

**15. PROPOSERS' COSTS:** The City shall not be liable for any costs incurred by proposers in responding to this RFP.

**16. RULES and PROPOSALS:** The signer of the proposal must declare that the only person(s), company or parties interested in the proposal, as principals, are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**17. RECORDS, AUDITS:** The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

**18. OWNERSHIP OF WORK**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs. Such ownership shall apply to the following:

A. all digital copies of the report including all charts, tables, maps, and other graphic files, in mutually agreed upon common computer format(s)

B. study excerpts and charts, tables, maps, and other graphics for inclusion in future policy studies and other documents as deemed appropriate by the receiving agencies.

**19. GENERAL CONDITIONS:** RFP General Conditions **Form G-107 Rev. 11/04** (GC) are included and made part of this RFP as **Exhibit A**.

## **PART IV: Scope of Services and Study Specifications**

### SUMMARY SCOPE OF WORK FOR UNDERGROUNDING STUDY

4.1 This study should address, for both new construction and for conversions of existing overhead "OH" distribution facilities to underground "UG" facilities, the full "life-cycle" costs of UG facilities as compared to those of "standard" OH facilities and also as compared to "hardened" OH facilities. The study and associated proposal shall be subdivided into two utility evaluation groups;

- electric utility undergrounding and
- Telecommunications undergrounding including telephone and CATV.

Conceptually, the study should develop and refine an appropriate financial/economic evaluation model that:

4.1.1 takes account of the costs of maintaining, replacing, and upgrading existing overhead electric systems, including costs resulting from at least (a) strengthening or "hardening" to provide increased reliability, (b) more expensive construction costs associated with post-storm and emergency repair, reconstruction, and restoration in light of the increased frequency and intensity of hurricanes and other tropical systems that are expected to impact Florida over the foreseeable future, and (c) additional vegetation management costs incurred with OH systems;

4.1.2 Estimates the reliability gains, and the cost savings realized (e.g., in terms of avoided hurricane restoration costs and avoided OH maintenance costs) through undergrounding; and:

- a evaluates the estimated impact on rates that would be expected from various degrees of undergrounding in defined scenarios.
- b. evaluates the ability of margins from the acquisition of the FPL electric utility system inside the city of Fort Lauderdale to offset any rate increases.
- c. evaluates the additional revenues that may be produced from owning and undergrounding each utility.
- d. cost and frequency of repairing damaged underground utilities
- e. Produce a 20 year financial forecast for the undergrounding of each utility and the combined utilities.

The analysis should address the comparative costs of UG facilities and of "hardened" OH facilities where the "hardening" addresses not only Category 3 storms, but also Category 4 and Category 5 storms.

The analysis will also determine what level of value of increased reliability must be obtained to make undergrounding cost-effective and whether such an improvement is achievable and/or defensible. In this regard, the contemplated study will include an "Expected Unserved Energy" ("EUE") analysis component. EUE analysis is a recognized utility industry technique for valuing the reliability benefits of certain system improvements, e.g., new power plants, new transmission lines, or here, upgraded distribution systems, by assigning a value (usually in dollars per kilowatt-hour) that people are willing to pay to avoid being blacked out. For example, in the current Florida environment, the study should compare the cost of undergrounding against the value that Floridians lost due to not having power following the storms that impacted nearly all of Florida in 2004 and 2005.

4.1.3. A. The study should include comprehensive answers to the following questions:

1. What is the estimated total cost of undergrounding power lines and telecom lines throughout the City?

2. What funding options are available/feasible to pay for undergrounding including an analysis of each of the following?

- [a] Bonds based on profits and other income from municipalization of electricity service.
- [b] Assessments on homeowners with FPL contribution.
- [c] pay as you go from City general fund.
- [d] Other options

Provide a detailed evaluation of each option.

4.1.3. B. A cost benefits analysis of undergrounding versus hardening of overhead lines.

A summarization of the pros and cons of the City adopting an ordinance that would require developers and development reaching certain levels to underground power lines.

**4.1.4 Meetings as Required.** The contractor/consultant may be required to attend and present oral reports at City Commission or other stake-holder meetings, standing committee meetings, or advisory committee meetings, in addition to meetings with City staff in this RFP. For cost evaluation purposes, the City estimates a total of 22 hours as illustrated below:

MEETINGS/PRESENTATIONS B TASK 1	ESTIMATED HOURS
Preliminary meeting	3.0
Mid-project meetings	3.0
Draft report meetings	3.0
Final report meeting	1.0
Advisory Committee meetings/presentations	3.0
Board Committee meetings/presentations	2.0
Board business meeting/presentations	2.0
Public input sessions prep meetings	2.0
Telephone conferences	3.0

It is important to note that these hours are estimated hours and they may shift slightly from meeting type to meeting type.

**4.2 CONDITIONS APPLYING TO TASKS**

**4.2.1 Deliverables and Deadlines.** Any and all written deliverables and specific deadlines that are a part of the timeliness of the completion section will be specified under a contract between the City and the successful offeror. At a minimum, the offeror will be responsible for a detailed and summary report and presentation materials for all analyses outlined in this Request for Proposal. These reports may be consolidated into one large detailed report but all reports shall contain summaries, analyses, data, maps, appropriate references with documented sources, where possible. Any data related to infrastructure, service and coverage areas, the City prefers it to be in a readily usable format that may be mapped using the City's Geographic Information System (GIS). Any information not obtainable by the contractor must be documented with an analysis and rationale to justify the shortcoming. Other deliverables shall include presentation materials (i.e. handouts, electronic slide presentations, summary documents, issue papers, legislative items including draft legislation, maps, and other briefing materials) that shall also be expected under the terms of the contract.

**4.2.2 Additional Consultation Services as Needed Upon Completion of Phases (if authorized).** The Contractor shall be available on an as needed basis for consulting services related to the scope of this RFP and resulting contract with the City of Fort Lauderdale, FL. City Commission and staff. The City will be requesting fixed hourly rates for this service.

**4.2.3 Timeliness of Completion.** Each offeror shall propose a timeline to complete all necessary tasks, to be included in the response to this Request for Proposal. Failure to provide said timeline may result in the offeror being found non-responsive.

## PROPOSAL REQUIREMENTS

Proposers shall submit the following items before the submission date:

Tab 1. The completed/signed Proposal Signature Page

Tab 2. The completed Reference Sheet

Tab 3. The completed Cost Proposal  
**Cost of Services**

Provide the total fees for which your firm will provide the requested services. Fees should be detailed to the extent possible by each proposer. Provide estimated out-of-pocket expenses separate from the proposed fees for professional services, and include the number of hours of professional services included in the fee. Additionally, indicate the hourly rates to be billed for any additional services that might be requested within the scope of this contract, but not requested in the Request for Proposal. Also, include estimated travel costs, as separate out-of-pocket expenses. All travel costs shall be in accordance with the City of Fort Lauderdale's Travel Policy, a copy of which may be obtained by visiting the City of Fort Lauderdale's web site at [http://www.fortlauderdale.gov/purchasing/TravelPSM\\_121002.pdf](http://www.fortlauderdale.gov/purchasing/TravelPSM_121002.pdf)

Tab 4. A Proposal Narrative, not to exceed ten (10) type written pages, providing the following information:

- A. Description of the proposer's ability and past experience providing electrical infrastructure data and analysis similar to those requested in the Study Specifications provided above.
- B. The proposed methodology for providing the needs assessment and analysis in accordance with the Study Specifications provided above.
- C. A project schedule including meeting dates and completion of important mile-stones.
- D. A description of any proposed deviations from or exceptions to the Study Specifications provided above, including descriptions of any proposed additional data or analysis the proposer feels would be beneficial to the City given the goals for the study stated above.
- E. Name, title, brief background, and estimated number of hours for each staff person who is identified to participate on this project.

Tab 5. **Sample Report**

Include copy of similar report/study conducted by your firm for another governmental agency, for services similar to those requested in this Request for Proposal. It is preferred that this report be submitted on a CD-ROM, and that eight (8) copies be submitted.

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
 BID – a price and terms quote received in response to an ITB.  
 PROPOSAL – a proposal received in response to an RFP.  
 BIDDER – Person or firm submitting a Bid.  
 PROPOSER – Person or firm submitting a Proposal.  
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement

Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor

terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.rfpdepot.com](http://www.rfpdepot.com). If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.03): \_\_\_\_\_ Total Bid Discount (section 1.04): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.08): MBE \_\_\_\_ WBE \_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variances:  
\_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
	_____
	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

## ORDINANCE NO. C-79-70

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY FRANCHISE FEE PAYMENTS TO THE CITY, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That there is hereby granted to Florida Power & Light Company (herein called the "Grantee"), its successors and assigns, the nonexclusive right, privilege, or franchise to construct, maintain, and operate in, under, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places in the City of Fort Lauderdale, Florida, (herein called the "Grantor") and its successors, including any annexed areas, in accordance with established practice with respect to electrical construction and maintenance, for the period of thirty years from the date of acceptance hereof, electric light and power facilities (including conduits, poles, wires, and transmission lines, and, for its own use, telephone and telegraph lines) for the purpose of supplying electricity to Grantor, and its successors, and inhabitants thereof, and persons and corporations beyond the limits thereof.

SECTION 2. As a condition precedent to the taking effect of this grant, Grantee shall have filed its acceptance hereof with the Grantor's Clerk within thirty (30) days of the date this ordinance is adopted on second reading.

SECTION 3. That the facilities shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges, and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the Grantor may designate for the purpose, but not so as unreasonably to interfere with the proper operation of Grantee's facilities and service. That when any portion of a street or public property is excavated by Grantee in the location or relocation of any of its facilities, the portion so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation.

SECTION 4. That Grantor shall in no way be liable or responsible for any loss, accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage, or expense which may accrue to Grantor by reason of the negligence, default, or misconduct of Grantee in the construction, operation, or maintenance of its facilities hereunder.

SECTION 5. That all rates and rules and regulations established by Grantee from time to time shall at all times be reasonable and Grantee's rates for electricity shall at all times be subject to such regulation as may be provided by law.

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SECTION 6. That within sixty days after the first anniversary date of this grant and within sixty days after each succeeding anniversary date of this grant, the Grantee, its successors and assigns, shall pay to the Grantor and its successors an amount which added to the amount of all taxes, licenses, and other impositions levied or imposed (without regard to any discount for early payment or any interest or penalty for late payment) by the Grantor upon the Grantee's electric property, business, or operations, and those of Grantee's electric subsidiaries for the preceding tax year, will equal 6 percent of Grantee's revenues from the sale of electrical energy to residential, commercial, and industrial customers (as such revenue classifications are presently defined by Grantee) within the corporate limits of the Grantor for the twelve fiscal months preceding the applicable anniversary date.

SECTION 7. Payment of the amount to be paid to Grantor by Grantee under the terms of Section 6 hereof shall be made in advance by estimated monthly installments commencing ninety days after the effective date of this grant. Each estimated monthly installment shall be calculated on the basis of ninety percent (90%) of Grantee's revenues (as defined in Section 6) for the monthly billing period ending sixty days prior to each scheduled monthly payment. The final installment for each fiscal year of this grant shall be adjusted to reflect any underpayment or overpayment resulting from estimated monthly installments made for said fiscal year.

Grantor may, at its option, upon reasonable notice to Grantee, at any time during the ninety days after the close of each fiscal year of this grant, at the sole expense of Grantor, examine the books of Grantee as such books relate to the calculation of the franchise payment to the Grantor. Such examination of books and records of Grantee by Grantor shall be made during the regular business hours of the Grantee at the General Office of the Grantee.

SECTION 8. As a further consideration of this franchise, said Grantor agrees not to engage in the business of distributing and selling electricity during the life of this franchise or any extension thereof in competition with the Grantee, its successors, and assigns.

SECTION 9. That failure on the part of Grantee to comply in any material respect with any of the provisions of this ordinance, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that Grantee has failed to comply in a material respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the final determination of the question, to make good the default before a forfeiture shall result with the right in Grantor at its discretion to grant such additional time to Grantee for compliance as necessities in the case require.

SECTION 10. Grantor reserves the right, upon the expiration of the franchise term herein provided, to purchase the property of the grantee used under this grant, for an amount equal to the then existing cost of replacement of such property, less depreciation to date of sale, together with severance costs. All closing costs of such purchase shall be borne by Grantor with the exception

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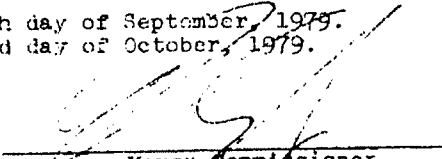
of Grantee's attorney's fees. Nothing herein contained shall require Grantor to acquire Grantee's property, or renew the franchise herein granted.

SECTION 11. This ordinance shall take effect on the date upon which Grantee files its acceptance, subject to the time limitation prescribed in Section 2 above.

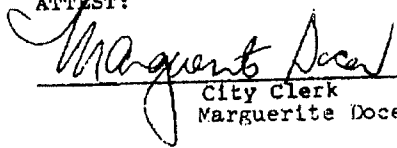
SECTION 12. Should any section or provision of this ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part hereof, other than the part declared to be invalid.

SECTION 13. Upon the acceptance of this franchise by grantee in accordance with the terms of Section 2 and 11 herein above, Ordinance No. C-626 shall thereupon be repealed.

PASSED FIRST READING this the 18th day of September, 1979.  
PASSED SECOND READING this the 2nd day of October, 1979.

  
\_\_\_\_\_  
Mayor/Commissioner  
S. Clay Shaw, Jr.

ATTEST:

  
\_\_\_\_\_  
City Clerk  
Marguerite Docen

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