

PROCUREMENT & MATERIALS  
 MANAGEMENT DIVISION  
 100 N. ANDREWS AVENUE  
 FORT LAUDERDALE, FL 33301  
 Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE  
 INVITATION TO BID  
 e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)  
 ITB NO. 622-8707

ISSUE DATE: 4/22/02  
 PAGE 1 OF 14  
**BIDS MUST BE RECEIVED  
 PRIOR TO 2:00 P.M.  
 ON: 5/23/2002**

**TITLE: INSTALLATION OF WATER SERVICES**

PROCUREMENT SPECIALIST: Marsha Perri Bennett, CPPB

DEPT: PBS/D&C

CONTACT FOR TECHNICAL QUESTIONS: See Page 7

PHONE: See Page 7

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. ( ) _____ ( 800 ) _____	Web site address: http://www/_____
FAX ( ) _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____%, net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions?  MBE _____ WBE _____ SBE _____
<p><b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b>Do not submit by facsimile. Facsimile bids will not be accepted.</b></p> <p>Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope:</p> <p><b>BID/RFP No.</b> 622-8707    <b>Title:</b> Installation of Water Services    <b>Opens:</b> 05/23/02 2:00 PM</p>	
<p><b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invite (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 maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be made to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. 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, 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 satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discount on prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount is 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 bid prices and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his 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 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 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 so referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 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, unavailability, 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 bid opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to encourage the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing. 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 characteristics. Persons who 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 partnership, 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. 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 doing business for 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 descent 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 contract 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 of these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in their proposals. Proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in their 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 formally included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification from Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of certification status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## 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, 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 to provide goods or services to the City.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City, 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, in any type 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, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; 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 prevail 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, 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 sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If that 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 location in the presence of Bidder's, 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 a different model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model number, 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 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). Bidder owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be bid separately. No attention 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 is **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 an 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 Bidder shall 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 quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted, 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, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for 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 provisions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the ITB.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the 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. 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. If full demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide the 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 Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy consumption, 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 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. Specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is 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 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 in the ITB. 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 Manager reserves the right to reject bids where evidence or evaluation is determined to be an 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, money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after bid opening. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; accident and health insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or 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 119.07, Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to 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, otherwise, the City will treat all materials received 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, or a bidding firm who has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation to the City. 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 entering into 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 award contracts 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 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 factors 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 and repair 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 contract 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 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 the submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or artificial, 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 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 before 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 bank (Broward, Dade or Palm Beach Counties) 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 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 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 be responsible for the responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division 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. All certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or the protection of the City is not presented. Bidder, by submitting his 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 which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination or late 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 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 quantity, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard 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 Occupational 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 contract, he 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, he will, if he has sufficient capacity or quantities, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB 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 communication with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City. Only authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor are those of the Contractor's employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel responsibilities, social security, health insurance, employee benefits, purchasing 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, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or every and any kind including attorney 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 for personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, 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, 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 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 work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained 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 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 available 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 accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the review 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 and 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 (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on 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 applicable 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 of the firm fixed (non-adjusted) cost in providing the required 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 reserves 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 fulfill 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 all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for re-bidding 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 the City 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 Statute 218.01, 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 kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or 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, the Contractor shall mutually agree 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 pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City to a 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 the 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.

Form G-107 Rev. 07/01

City of Fort Lauderdale  
Purchasing Division  
Invitation to Bid No. 622-8707  
Installation of Water Services

**PART 1. General Information and Requirements**

**1.01 Purpose/Intent:**

The City of Fort Lauderdale is hereby requesting bids, from qualified companies, for the purpose of constructing new water services on private property to connect new water meters to existing plumbing and irrigation systems.

The successful bidder agrees to furnish all necessary labor, materials, tools, equipment and services required to perform and complete all work required for the relocation of water meters at locations as listed in this Invitation to Bid.

**1.02 Scope of Work:**

For the listed addresses – See Part 3. Bidders may bid on Option 1. and/or Option 2. to be considered for award. Construct new water service piping on private property from a new water meter located in the right-of way (installed by City forces) to a point of connection with the existing piping/plumbing. Abandon the unused portion of the old service line, disconnect and remove the old meter and meter box (located in easements, generally at the rear of the property). Return the old meter to the City and properly dispose of the old meter box.

**1.03 Additional Information:**

For information regarding bidding procedures, contact:

Marsha Perri Bennett, CPPB  
Procurement Specialist II  
Public Services Department  
Telephone: (954) 828-7816

All correspondence regarding the specifications or performance of any resulting contract shall be transmitted and communicated through the Contract Administrator, or his designee. As the Contract Administrator, this individual shall serve as the interpreter of the conditions of the contract, and shall work directly with the Contractor on a daily basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work and providing general direction under any resulting contract. The City representative administering this project is:

Option 1:  
Marty DiAlexander  
Water Distribution Chief  
Public Services Department  
Telephone: (954) 828-7827

Option 2:  
Chuck Stewart  
Water Distribution Chief  
Public Services Department  
Telephone: (954) 321-1205

Material changes, if any, to the technical specifications will only be transmitted by written addendum. No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

**1.04 Variances and Exceptions:**

Bidder must state in detail any variances or exceptions to specifications, terms, and conditions in the space provided on Page 1 of this Invitation to Bid. If variances or exceptions are noted elsewhere and/or attached, then you must make reference to that fact in the space provided on Page 1 of this Invitation to Bid.

Failure to do so could result in the rejection of your bid proposal.

**1.05 Insurance Requirements:**

The Contractor shall furnish proof of Worker's Compensation, General Liability Insurance and Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability Insurance. Costs for adding the City as an "Additional Insured" will be at the Contractor's expense.

Workers' Compensation & Employer's Liability Insurance:

Limits: Worker's Compensation: Statutory

Employer's Liability: \$100,000.00

Commercial General Liability Insurance:

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

Comprehensive Automobile Liability:

(Owned, Leased and Hired Vehicles)

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

Subcontractor Insurance: Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary. Any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

Contractor shall report to the Contract Administrator, any damage done to City property by Contractor's personnel on the same day as such damage may occur. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced to the complete satisfaction of the City at no additional cost to the City.

A copy of your Certificate of Insurance should be included with your bid. In the event that you are the successful bidder, you will be required to provide a Certificate of Insurance naming the City as "Additional Insured".

Certificates will be required prior to commencement of work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

**1.06 Prices Quoted:**

The Contractor shall be responsible for all costs incurred in providing the required services in accordance with the Invitation to Bid specifications. The total cost to the City for the required services shall be the costs as proposed by the Bidder and accepted by the City. Exceptions are outlined in Section 2.02.

**1.07 Additions/Deletions to Locations or Services:**

The City may require the addition or deletion of services from the Contractor as the requirements and needs of the City change. This may entail additional sites and/or additional services required on locations serviced under this contract. The Contractor shall provide the City with a cost for these additional locations or services based upon the cost structure utilized in establishing the cost for the areas that were initially contracted. If the cost offered is not acceptable to the City, the City reserves the right to procure these additional services from other Contractor(s).

**1.08 Independent Contractor:**

The Contractor is an independent Contractor under this agreement. Personal services provided by the Contractor shall be by employees of the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**1.09 Assignment of Contract:**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or its right, title or interest therein, or its obligations thereunder, without prior written consent of the City of Fort Lauderdale.

**1.10 Inspection of Work:**

The City of Fort Lauderdale shall provide sufficient competent personnel for the supervision of the work. The City of Fort Lauderdale and its representative(s) shall at all times have access to the work, whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

**1.11 Clean-Up:**

The Contractor shall, at all times, keep the site of his workplace free from trash and debris. Upon completion of the relocation work at any site, the Contractor shall (at his own expense) immediately remove all of its temporary works and appurtenances and restore any damaged surface areas to the condition in which they were immediately prior to commencement of the work.

**1.12 Permits/Taxes/Licenses:**

The successful Contractor shall, at his 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 regulation applicable to business to be carried on under this bid. Additional requirements are outlined in Section 2.02.

**1.13 Laws/Ordinances/and Regulations:**

The Contractor(s) shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that would apply to this bid or any resulting contract(s).

**1.14 Tax Exemption:**

Exclude from your bid price any State Sales Tax or Federal Excise Tax. The City of Fort Lauderdale is exempt from paying these taxes and the exemption numbers appear on the purchase order.

**1.15 Signature Requirement:**

Bidders please insure that you have signed Page 1 of this Invitation to Bid. Omission of a signature on that page may result in the rejection of your bid.

**1.16 Minority Participation:**

The City of Fort Lauderdale wants to increase the participation of minority business enterprise (MBE) and women business enterprise (WBE) in its purchasing activities. 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 your firm qualifies, please indicate in Section 1j on the first page of this Invitation to Bid.

If awarded a contract as a result of this proposal, and if the awarded Contractor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said Contractor shall be requested to apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor shall provide documentation of application and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale

See General Conditions Section 1.08 for MBE and WBE definitions.

**1.17 Lobbying Activities: All Bidders/Proposers Please Note:** Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with 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, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

**1.18 Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 187.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**PART 2. Special Conditions**

**2.01** Furnish all necessary labor, materials, tools, equipment and services to:

Construct new water service piping from the new water meter in the right-of-way (regardless to whether the meter is located before, after or within the sidewalk) to a point of connection with the existing private water service piping/plumbing. The new water meter and meter box will be set beforehand by City forces. The Contractor shall determine the most effective and efficient point of connection to the existing private water service piping/plumbing. The point of connection is subject to the approval of the Contract Administrator. Be advised that some if not all of the existing services are old galvanized steel pipe and can be expected to be in poor condition. The Contractor is instructed to use care when performing work so as not to cause leaks. The Contractor shall be responsible for the immediate repair of all leaks caused directly or indirectly by his actions.

The Contractor shall be responsible for disconnecting and removing the old water meter; however, the old water main which supplies the old water meter must be abandoned prior to attempting disconnection of the old water meter. In order to accomplish this the City will provide the Contractor with a schematic diagram of the City's water distribution system for the subject areas. With this information the Contractor will determine which sites are supplied water by each particular segment of old water main. Once the new water service piping is completed for all sites that are supplied water from a particular segment of old water main, and the old water meter is ready for disconnection, the Contractor will notify the City. The City will cut, plug, and abandon the old water main. In order to minimize disruption to the residents on site, service to the site from the new water main must be completed via connection of the new service piping to the point of connection with the old service piping. Once this is done, the Contractor shall remove the existing old water meter and deliver it to the City. The Contract Administrator will determine the delivery site.

The intent of this procedure is to take the old main out of service prior to disconnection and removal of the old water meter to minimize the potential for leaks. It is anticipated that the City will complete cutting, plugging, and abandonment of the old mains within 10 working days from notice by the Contractor, however, no maximum amount of time can be guaranteed.

Upon removal of the old meter for each site, the Contractor shall immediately record and submit to the Contract Administrator, the following information:

- Site Address
- Old meter serial number
- Final reading from old meter at time of removal
- New meter serial number
- New meter reading at time of connection to new service piping

Remove and properly dispose of the old meter box. Fill the void left by the removal of the old meter and meter box with clean fill and/or dirt as appropriate and restore the area to match its surroundings.

Abandon the old service line no longer in use and properly terminate any open ends with termination fittings, crimping, or other means approved by the building inspector.

Test for leaks and flush the new piping to remove any debris from the piping.

All plumbing fixtures and systems in the residence and on the property shall provide water flow and pressure from the above new installation equal to or better than the original installation.

Restore the site to its original (or better) condition, including, but not limited to: restoration of lawns, gardens, patios, driveways, swales and concrete sidewalk.

The Contractor will be responsible to protect any and all underground utilities both in the City easements and rights-of-way and on private property. Any damage to underground utilities shall be repaired by the Contractor at their expense.

**2.02** The Contractor must apply, pay for and obtain any and all permits required for the above work. Additional fees or fines due to violation of the rules of the permitting authority(ies) shall be the responsibility of the Contractor. All work shall be performed in accordance with the requirements of the agency or agencies having jurisdiction over such work, including, but not limited to grounding of electrical systems should it become necessary. All work shall be performed at no additional cost to the City. Permits must be obtained from the City of Fort Lauderdale Building Department, OR the building authority having jurisdiction for any work conducted on private property. Work performed within City of Fort Lauderdale public rights-of-way shall be done in accordance with the City of Fort Lauderdale's CONSTRUCTION STANDARDS AND SPECIFICATIONS, January 1982, including any revisions thereof. Permits for work performed in the City rights-of-way shall be obtained from the Office of the City Engineer (828-5048). Work shall not start before all required permits are in hand.

NOTE: Many of the existing water service lines to be replaced under this contract serve as the electrical ground for the structures to which they supply water. Where such is the case, the new service line shall be of an electrically conductive material meeting all applicable codes so as to maintain proper electrical grounding. If the Contractor determines that the existing electrical grounding system is improper for any structure affected by this scope of work, the Contractor shall immediately notify the Contract Administrator for further instructions.

**2.03** A Release and Authorization Agreement will be required from each property owner or authorized representative prior to any work being performed at each property. The City will be responsible for obtaining these agreements and will make every effort to do so in a timely manner. However, the City can not guarantee a date by which the agreements will be obtained.

**2.04** The Contractor shall notify the resident of each site at least one calendar week prior to commencing work at that site. Also, the Contractor shall notify the resident of each site prior to any disruption of water service to any part of the site, and attempt to minimize any inconvenience to the resident.

**2.05** The Contractor shall schedule a pre-construction meeting with the City two weeks prior to commencing work. This requirement will be strictly adhered to.

**2.06** The Contractor shall guarantee materials and workmanship for a period of one year. The Contractor shall be responsible for the satisfaction of the resident at the listed locations regarding water flow and pressure after the work is completed. The Contractor shall guarantee this satisfaction for a period of one year.

**2.07** The Contractor shall have sixty (60) calendar days to complete all work specified in the specifications. The City of Fort Lauderdale must approve any changes to this schedule in writing.

**2.08** When City forces are required to respond to any situations and provide services due to failures or negligent acts by the Contractor, the City shall not be billed by the Contractor for the same services and may require reimbursement by the Contractor for services performed.

**2.09** The Contractor shall adhere to the Florida D.O.T.'s uniform manual on traffic control for construction and maintenance of work zones. It will be the sole responsibility of the Contractor to make himself and his employees fully aware of these provisions, especially those applicable to safety, use of barricades, cones, signage, etc.

**2.10** Any loss of materials and/or equipment due to theft, vandals, etc., shall be the total responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.

PART 3. Proposal

OPTION 1.

Customer	Meter Number	Meter/Service Line Size	Location	Cost
S. L. Speer 215 SW 15 Street Fort Lauderdale, FL	31148259	5/8"/1"	08	\$ _____
Annette S. Scapicchio 217 SW 15 Street Fort Lauderdale, FL	34033719	5/8"/1"	08	\$ _____
Thomas C. Ward 221 SW 15 Street Fort Lauderdale, FL	200109936	5/8"/1"	08	\$ _____
M. V. Looker 303 SW 15 Street Fort Lauderdale, FL	15504187	5/8"/1"	08	\$ _____
Agustin M. Martinez 307 SW 15 Street Fort Lauderdale, FL	41244773	5/8"/1"	08	\$ _____
Richard K. Duncan 311 SW 15 Street (A) Fort Lauderdale, FL	200000348	5/8"/1"	08	\$ _____
Eben W. Shea 311 SW 15 Street (B) Fort Lauderdale, FL	99902902	¾"/1"	08	\$ _____
Chas. J. Murray 317 SW 15 Street Fort Lauderdale, FL	95620281	5/8"/1"	08	\$ _____
Patricia Kanovsky 319 SW 15 Street Fort Lauderdale, FL	92184404	5/8"/1"	08	\$ _____
Patricia A. Kanovsky 323 SW 15 Street Fort Lauderdale, FL	32808209	1"/1"	08	\$ _____
Keystone Halls Inc. 218 SW 14 Court Fort Lauderdale, FL	31964332	1"/1"	08	\$ _____
Ronald D. Dawson 228 SW 14 Court Fort Lauderdale, FL	91576139	5/8"/1"	08	\$ _____
Larrain Luigi Rodriguez 300 SW 14 Court Fort Lauderdale, FL	200108714	5/8"/1"	10	\$ _____
Keystone Halls Inc. 304 SW 14 Court Fort Lauderdale, FL	37385941	5/8"/1"	10	\$ _____
Noel Nela Bedrine 308 SW 14 Court Fort Lauderdale, FL	200100557	5/8"/1"	08	\$ _____
Jaysen A. Moore 312 SW 14 Court Fort Lauderdale, FL	38528194	5/8"/1"	08	\$ _____
Bruce R. Barber 316 SW 14 Court Fort Lauderdale, FL	31148174	5/8"/1"	08	\$ _____
Michael Glunt 320 SW 14 Court Fort Lauderdale, FL	94340768	5/8"/1"	08	\$ _____

OPTION 2.

Customer	Meter Number	Meter/Service Line Size	Location	Cost
418 SW 18 Street Fort Lauderdale, FL	17297618	5/8"/1"	08	\$ _____
504 SW 18 Street Fort Lauderdale, FL	31148096	5/8"/1"	09	\$ _____
Sunset Colony Trailer Park 2400 W. Broward Blvd. Fort Lauderdale, FL	99171171	2"/2"	03 Sidewalk	\$ _____
Bud's Garden Supply 2731 W. Broward Blvd. Fort Lauderdale, FL	200121019	5/8"/1"	03	\$ _____
Jiggles Cabaret 2829 W. Broward Blvd. Fort Lauderdale, FL	200121023	5/8"/1"	02	\$ _____
Marcus Insurance Agency 2863 W. Broward Blvd. Fort Lauderdale, FL	200112132	1-1/2"/1-1/2"	02	\$ _____
West Broward Animal Hospital 2875 W. Broward Blvd. Fort Lauderdale, FL	99987904	1-1/2"/1-1/2"	01	\$ _____
1811 SW 4 Avenue Fort Lauderdale, FL	96286354	5/8"/1"	10 Alley	\$ _____

Questionnaire Sheet

PLEASE PRINT OR TYPE:

Firm Name: \_\_\_\_\_

President: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

1. Describe the last project of a similar nature which you have completed:

\_\_\_\_\_

\_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

2. Provide information for three references which the City may contact:

Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

3. Number of years experience the proposer has had in providing similar services:

\_\_\_\_\_

4. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List any licenses/permits, etc. you hold for performing this type of work:

\_\_\_\_\_

\_\_\_\_\_

6. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will and identify the subcontractor:

\_\_\_\_\_

7. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent interest:

A. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

---

---

B. List all judgements from lawsuits in the past five years which are concerned directly with the staff and facilities proposed for the contract:

---

---

8. Are you able to comply with the insurance requirements as outlined in Section 1.05 of the General Information and Requirements?

YES\_\_\_\_\_ NO\_\_\_\_\_

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.