

332-8932

***Request for Proposal***

***Long Distance Telephone Services***

***OPENS September 2, 2003***



*Venice of America*

***City of Fort Lauderdale***

***Issued for the Telecommunications Department***

***By the Administrative Services Department, Procurement Division,***

Kirk W. Buffington, C.P.M., Purchasing Manager

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**TABLE OF CONTENTS**  
**City of Fort Lauderdale, Florida**  
**Request for Proposal**  
**Long Distance Services – City of Fort Lauderdale**

	<b>Section</b>	<b>Page</b>
<b>RFP Schedule</b>		<b>3</b>
<b>Special Conditions</b>	<b>1.0</b>	<b>4</b>
<b>Introduction/Statement of Work</b>	<b>2.0</b>	<b>13</b>
<b>Long Distance Description/Specifications</b>	<b>3.0</b>	<b>15</b>
<b>Proposal Response</b>	<b>4.0</b>	<b>22</b>
<b>General Conditions</b>		<b>31</b> <b>Attach</b> <b>A</b>

**RFP Schedule**

	<b><u>Date</u></b>
<b>Release of RFP documents</b>	<b>08/11/03</b>
<b>Last date for Receipt of Questions of material Nature</b>	<b>08/21/03</b>
<b>Addendum Release (if necessary)</b>	<b>08/25/03</b>
<b>PROPOSALS DUE PRIOR TO 2:00 P.M.</b>	<b>09/02/03</b>
<b>Evaluation Committee Review and short listing of proposals (if appropriate) (estimated)</b>	<b>09/16/03</b>
<b>Oral interviews with finalists and selection of First ranked proposer (if appropriate) (estimated)</b>	<b>09/18/03</b>
<b>City Commission award of contract</b>	<b>10/21/03</b>

## **Section 1 – SPECIAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 07/01 (GC) are included and made a part of this RFP as Exhibit “A”.

### **1.1 Variances**

While the City allows Contractors to take variances in the RFP terms, conditions and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

### **1.2 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following 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 in 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 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 287.017, Florida statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.3 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

### **1.4 RFP Documents**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **1.5 Proposers’ Costs**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### **1.6 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 herein; 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.

### **1.7 Confidential Information**

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 the City in connection with all Proposers 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. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, and 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.

### **1.8 Approved Equal or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City. The City is receptive to any product, which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information to his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

### **1.9 Deletion or Modification of Services**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

### **1.10 Additional Services**

The City may require additional items or services of a similar nature, but not specifically listed in the Contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same, or similar to that used in establishing the prices in his proposal. If the price(s) 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 or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

### **1.11 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

### **1.12 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 rates and related costs.

### **1.13 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 subject to supervision of the Contractor, and not as officers, employees, or agents of the City. Personal 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.

### **1.14 Clarifications, Questions and Interpretations**

For information concerning procedures for responding to this RFP, contact Procurement Manager, Kirk W. Buffington, C.P.M. at 954-828-5933. For information concerning the technical specifications or scope of services, contact Mark Pallans, Telecommunications Manager, at 954-828-5790. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures shall only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Procurement Division, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301; ATTN: Kirk Buffington. To facilitate prompt receipt of questions, they may be sent via facsimile or 954-828-5576 or via e-mail to [kirkb@fortlauderdale.gov](mailto:kirkb@fortlauderdale.gov). Questions of a material nature must be received prior to the cut-off date specified in the RFP schedule. Proposers please note **no part of your proposal may be submitted via FAX. The entire proposal must be submitted in accordance with the instructions to Proposers contained in this RFP.**

### **1.15 Qualification and eligibility of Proposers**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in this RFP to at least three organizations similar in size and complexity to the City of Fort Lauderdale.

### **1.16 Proposal Format and Content Requirements**

The RFP Specification is intended as a complete Proposal format. The complete specification packet must be returned intact with all responses. All attachments and

responses, which require more that the allotted space must be, number sequenced and placed immediately behind the page requesting the information.

The bidder is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of the proposed system. The proposal should be complete and concise. The bidder should provide one (1) original and seven (7) copies of the specification response packet.

**1.17 Definitions as used herein:**

- a. Bidder/proposer: any individual, partnership or corporation submitting a response in accordance to this Request for Proposal (RFP).
- b. City of Fort Lauderdale, the City, Client or Customer are all used herein as synonymous terms and wherever any of the terms occurs it shall mean the City of Fort Lauderdale.
- c. Contractor: The successful responder to this RFP, who is awarded the contract.
- d. Days: reference made to days shall mean consecutive calendar days.
- e. RFP Specification: The general term comprising all the directions, provisions, and requirements contained herein, and any addenda, Supplemental Agreements, and change orders that may be issued for the Contract, all describing the manner of performing the work, including detailed requirements as to cost, material, equipment service penalties, and fraud protection. Also included shall be the time tables and implementation methods by which such work is to be performed or by which the service to function and prescribing the relationship between the City of Fort Lauderdale and the Contractor.

**1.18 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.

See General Conditions Section 1.08 for MBE and WBE definitions.

**1.19 ALL BIDDER/PROPOSERS PLEASE NOTE:** Any bidder or proposer submitting a response to this solicitation is responsible for being aware of, and complying with City of Fort Lauderdale Ordinance No. 00-27, Lobbying Activities. For questions concerning weather you may or may not need to comply with said ordinance please contact the City of Fort Lauderdale City Clerk's Office at 954-828-5002

**1.19 Proposal Evaluation Criteria**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluation of proposals. It will be a two (2) step process. In step one (1); the committee will evaluate all responsive 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 will then conduct discussions for clarification purposes only, with the finalist and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended for purchase by the department to the City of Fort Lauderdale Purchasing Department.

The City of Fort Lauderdale in making its final decision will consider the following criteria.

- a. The proposed service/network/system should not involve pioneering or experimental efforts with inherent risk factors, which could jeopardize present or long range operations and plans for the City of Fort Lauderdale. The proposed service/network/system must be demonstrable in a live environment locally, if requested, at vendor expense.
- b. Existing vendor capability, vendor experience and performance with proposed service/network/system, and vendor installation/service organization will each be analyzed and evaluated and weighed in the selection.
- c. The overall track record of the proposed service/network/system, its technology, adaptability for modifications, and total cost.

The City of Fort Lauderdale will use a one hundred (100) point scale evaluation criteria. The basis of the award will be vendor ranking in 3 main categories with sub-categories comprising the 3 areas outlined above. The number of points given to each category is shown in brackets after each heading.

- a. Proposal Responsiveness and Completeness (30 points)
  1. Service/Network/System Capabilities, Capacities-(equipped and growth) and Requirements.
  2. Features (Standard and Optional)
  3. Service/Network/System availability, installation and cutover documentation, and quality of service.
  4. Service/Network/System ease of use.
- b. Proposers and Service/Network/System demonstrated experience, personnel resources, financial resources, etc. (30 points)
  1. Experience with proposed network/system and demonstrated network/system capability and reliability.
  2. Trained personnel to install and maintain the network/system.
  3. Responsiveness to failures and requests.
  4. Local facilities and personnel.
  5. Network/System performance guarantees, penalties etc.
  6. Past financial stability
- c. Proposers Cost/Price (40 points)
  1. Acquisition/One-time installation cost.
  2. Monthly Cost and escalators.
  3. Variable usage or unit cost and/or redundancy cost options if applicable.
  4. Reconfiguration and upgrade cost.
  5. Administrative/overhead cost.

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit evidence of its qualifications as they may deem necessary, and to consider

any evidence available of financial, technical and other qualifications and capabilities of a Proposer, as they may deem necessary, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest 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.

**NOTE REGARDING PRICE:** *The firm providing the lowest cost to the City will receive the maximum of 40 points. Others will be awarded in the following manner:*

*2nd lowest:*

$$\frac{\text{lowest cost}}{\text{2nd lowest cost}} \times 40 = \text{Points to be received for Item C}$$

*Example:*

*lowest cost = \$50,000*

*2nd lowest = \$75,000*

*(\$50,000/\$75,000 = 0.67 x 40 = 26.6) The 2nd lowest vendor would receive 26.6 points for Section C. Each succeeding vendor would be assigned points in the same manner.*

**1.20 Public Entity Crimes:** In accordance with Florida State Statute 287.133 (2)(a): 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 proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.21 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 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, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**1.22 UNCONTROLLABLE CIRCUMSTANCES ( Force Majeure )**

The City and the 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; acts 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*; The excuse of performance is of no greater scope and of no longer duration than is required by the *Force Majeure*, 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 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, providing 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.

### 1.23 FAVORED NATIONS

If selected vendor provides similar services to similar customers in the State of Florida at a lower rate during the term of any agreement with the City, the vendor shall provide the same rate to the City

### 1.24 NSURANCE REQUIREMENTS

The Contractor shall carry in force, at all times during the contract term, the following insurance coverage's:

a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation Insurance. **Exceptions:** Workers Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 440.05 & 440.055.

b. Commercial General Liability with minimum combined limits of two million dollars (\$2,000,000.00) with the City of Fort Lauderdale named as an additional insured.

c. Automobile Liability in the minimum amount of two million dollars (\$2,000,000.00) each occurrence.

Coverage also will apply as primary coverage and is not to affect any insurance which the certificate holder may carry in its own name.

The Contractor shall provide to the Purchasing Division, original certificates of such coverage prior to engaging in any activities under this contract. No work can be started until the certificate is submitted and approved by the City's Risk Manager. Such certificates shall have no less than thirty (30) days notice of cancellation.

**1.25 PROPOSAL/BID SECURITY**

Each proposal shall be accompanied by RFP security in the form of Cash or Cashiers Check payable to the City of Fort Lauderdale, and shall be in the amount equal to FIVE percent (5%) of the first year Proposed Cost-Per-Minute – 3.3.1 (a) TABLE – Page 19. The City reserves the right to reject any and all security tendered to the City. RFP/BID security will be returned to unsuccessful proposers/bidders upon execution of a contract with the successful proposer.

Failure of the successful proposer to execute a contract, file any required Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

**1.26 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT**

The Contractor will execute and deliver to the City, within thirty (30) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the face amount equal ONE-HUNDRED percent (100%) of the first year Proposed Cost-Per-Minute – 3.3.1 (a) TABLE – Page 19 as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing 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 acceptable to the City, and issued in favor of the City.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or 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 the Agreement by the Contractor.

## STATEMENT OF WORK

### 2.0 INTRODUCTION

#### 2.1 Summary and Scope

The City of Fort Lauderdale, Florida is seeking a provider for the furnishing of long distance telephone services and T-1 telephone services for all City facilities.

The intent of this Request For Proposal (RFP) document is to provide a competitive comparison basis and Contractor selection on a fair and objective basis for long distance services. Any work or services performed shall be considered a turnkey installation on an operationally ready basis, tested for performance verification with minimum one-year complete cost, service, performance guarantees in the manner specified, in full compliance with all contract documents including this Request For Proposal response, and all regulations governing this type of service where applicable.

The Contractor shall do all work, including such additional and incidental work as is considered necessary by the City of Fort Lauderdale to complete this work in a satisfactory and acceptable manner.

Unless otherwise specified, this Request For Proposal and all other necessary contract documents reflect a performance-type project and are intended to include everything obviously requisite and necessary to the proper and entire finishing of the work mentioned. All work is to be done to carry out the intent of the Request For Proposal Specification Response, and all other contract documents whether each items is mentioned herein or not.

#### 2.2 Installation

##### a. Installation

The contractor shall be responsible for preparation and implementation of a comprehensive installation plan. This plan should not cause interruption of the existing Long Distance System during cutover. The implementation plan, including critical dates shall be presented to City within five (5) days of contract signing.

##### b. Workmanship

All workmanship must conform to industry standards.

##### c. Sub-Contractors

It is intended that a single contractor have total responsibility for the proposed Long Distance System including but not limited to related facilities, so as to assure a fully operational service. Therefore, any bidder desiring to utilize subcontractors must include in writing with this proposal a list and description of the subcontractor(s). The subcontractor(s) cannot be changed after acceptance of the proposal except with written permission of the City of Fort Lauderdale.

d. **Interface Requirements**

Contractors are responsible for identifying and resolving any system interface requirements that may be necessary to connect and satisfactorily operate the Long Distance System with the City's PABX(s), key systems, call accounting equipment and peripheral equipment. All interface problems are the responsibility of the contractor and should be discovered and resolved prior to cutover.

**2.3 Training**

The contractor will coordinate any training, special instructions or support associated with their Long Distance System with the City.

The contractor shall provide training, special instructions or support until the City is completely satisfied, and for any subsequent time deemed necessary by the City at no additional cost.

**2.4 Guarantee and Omissions**

The contractor must be prepared to provide service seven (7) days a week, twenty-four (24) hours a day, at a time interval of no longer than twenty-four (24) hours for normal service requirements and one (1) hour for major failures. The contractor shall be prepared to provide, at the request of the City, a performance bond guaranteeing conformity with this criteria and the contractor shall be liable for charges incurred by the City in soliciting from an alternate contractor to re-establish service to its proper level if the contracted carrier of the Long Distance System fails to perform within the specified time period.

If for any reason the service and/or cost does not meet or exceed the provisioning of the Long Distance System cost and quality from the existing Long Distance System contractor, the contractor shall pay all costs associated with changing back to the previous contractor's service.

**2.5 Contracts**

These Request For Proposal specifications and the resulting response will be included as an integral part of the contract. Bidders should realize that any and all statements made in their proposals will automatically become part of the final contract for Long Distance System. Inability to contractually guarantee any statement made for specifications will result in bidder disqualification. Each bidder should be prepared to negotiate addenda to standard contracts where they do not meet the requirements outlined in these specifications.

### 3.0 LONG DISTANCE SERVICES NETWORK DESCRIPTION AND SPECIFICATION

#### 3.1 General Description

For purposes of identification the following tables list the existing City of Fort Lauderdale telephone sites to be considered for long distance services.

City Hall, 100 North Andrews Avenue (Primary Telephone Number 954-828-5000)

Trunk Lines terminated in NORTEL OPTION 81C PBX

PRI Trunks	7
Combination Trunk/Non-Hunting (long distance)	1
Direct-Inward-Dial Numbers	2000
Foreign Exchange Remote Call Forwarding Line (305-945) pointed to 954-828-5000	1
Surrogate Telephone Numbers with Memory Call	3

Off-Premise Extensions (OPX) served off NORTEL OPTION 81C PBX

Off-Premise Extension Locations	Number of OPXs
War Memorial Auditorium 800 NE 8 <sup>th</sup> St.	5
Bridge Tender 435 SW 11 <sup>th</sup> Ave.	1
730 N. Federal Hwy.	5
408 S. Andrews Ave.	2
Sunland Park 1449 NW 9 <sup>th</sup> St.	4
Parking Garage 100 SE 1 <sup>st</sup> Ave.	2
Planning & Development 1409 NW 6 <sup>th</sup> St.	2
1451 NW 9 <sup>th</sup> St	2
Holiday Park 1200 Holiday Park Circle	1
TOTAL:	24

Police Dept., 1300 W. Broward Blvd. (Primary Telephone Number 954-828-5700)

Trunk Lines terminated in NORTEL OPTION 61C PBX

PRI Trunks	7
Long Distance Trunks	2
Direct-Inward-Dial Numbers	800

## Off-Premise Extensions (OPX) served off Police NORTEL OPTION 61C PBX

<b>Off-Premise Extension Locations</b>	<b>Number of OPXs</b>
Community Relations 1409 NW 6 <sup>th</sup> St.	3
730 N. Federal Hwy	1
701 NE 12 <sup>th</sup> Ave.	2
Community Affairs 1409 NW 6 <sup>th</sup> St.	1
Harbor Patrol 1764 SE 15 <sup>th</sup> St.	3
140 SE 1 <sup>st</sup> St.	1
<b>Off-Premise Extension Locations</b>	<b>Number of OPXs</b>
Holiday Park Gym	2
1449 NW 9 <sup>th</sup> St	1
Beach Parking Lot 103 S. Birch Rd.	1
888 S. Andrews Ave., St. 202	4
Ft. Lauderdale Pool 1600 NE 4 <sup>th</sup> Ave.	1
Croissant Park Pool 245 W. Park Ave.	1
Lauderdale Manors Pool 1340 Chateau Park Dr.	2
Walker Elementary Playground 1001 NW 4 <sup>th</sup> St.	1
Warfield Park 1000 N. Andrews Ave.	1
Riverside Park 1130 SW 5 <sup>th</sup> Pl.	1
408 S. Andrews Ave.	1
Holiday Park Tennis Center	1
617 NE 8 <sup>th</sup> St.	5
315 NE 3 <sup>rd</sup> Ave.	4
Holiday Park 1150 G. Harold Martin Dr.	3
<b>TOTAL:</b>	<b>40</b>

Public Services, 949 NW 38<sup>th</sup> Street (Primary Telephone Number 954-828-5151)

## Trunk Lines terminated in Northern Telecom 11C PBX

PRI Trunks	1
Tie Lines to City Hall	2
Flat-rate business lines	5
Direct-Inward-Dial Station Lines	200

## Miscellaneous Flat-rate Business Lines (1-FBs)

<b>NPA-NNX</b>	<b>Location</b>	<b>Number of Lines</b>
954-462	Police Dept. 1300 W. Broward Blvd.	2
954-527	Fire 1300 W. Broward Blvd.	1

<b>NPA-NNX</b>	<b>Location</b>	<b>Number of Lines</b>
954-761	911 Consoles Coin-Return Lines 1300 W. Broward	2
954-463	Hall of Fame 501 Seabreeze Blvd.	2
954-524	Hall of Fame 501 Seabreeze Blvd.	4
954-484	Bass Pool 2750 NW 19 <sup>th</sup> St. (Line has Memory Call)	1
954-486	Bass Pool 2750 NW 19 <sup>th</sup> St.	1
954-739	Bass Park 2750 NW 18 <sup>th</sup> St. (Lines have Memory Call)	2
954-486	Pump Station 2400 NW 21 <sup>st</sup> Ave.	1
954-486	Pump Station 1850 NW 28 <sup>th</sup> Ave.	1
954-489	Stadium 5301 NW 12 <sup>th</sup> Ave.	1
954-523	GTL Wastewater Plant, SE 18 <sup>th</sup> St. & Eisenhower	2
954-714	Pump Station 3401 W. Prospect Rd.	1
954-761	City Hall 100 N. Andrews Ave.	2
954-767	City Hall Time Clock 100 N. Andrews Ave.	1
954-763	Police 101 N. Andrews Ave.	2
954-766	Holiday Park Gym 1200 G. Harold Martin Dr.	1
954-779	301 N. Andrews Ave. (Watch Alert Line)	1
954-969	Pump Station 6770 NW 22 <sup>nd</sup> Ave.	1
954-970	Pump Station 2716 NW 68 <sup>th</sup> St.	1
954-972	Police 6100 Hawkins Rd.	2
954-973	Pump Station 6195 NW 31 <sup>st</sup> Ave.	1
954-977	Police 2020 W. McNab Rd.	1

## Miscellaneous Flat-rate Residence Lines (1-FRs)

<b>NPA-NNX</b>	<b>Location</b>	<b>Number of Lines</b>
954-462	Fire Sta. #3 2801 SW 4 <sup>th</sup> Ave.	1
954-467	Fire Sta. #8 1022 W. Las Olas Blvd.	1
954-491	Fire Sta. # 88 6300 NW 21 <sup>st</sup> Ave.	1
954-525	Fire Sta. #49 1015 Seabreeze	1
954-564	Fire Sta. #29 2000 NE 16 <sup>th</sup> St.	1
954-565	Fire Sta. #54 3200 NE 32 <sup>nd</sup> St.	1
954-565	Fire Sta. #13 2871 E. Sunrise Blvd.	1
954-583	Fire Sta. #47 1000 SW 27 <sup>th</sup> Ave.	1
954-763	Fire Sta. #46 1121 NW 9 <sup>th</sup> Ave.	1
954-763	Fire Sta. #2 301 N. Andrews Ave.	1
954-771	Fire Sta. #35 1841 W. Commercial	1
954-772	Fire Sta. #53 5551 NW 23 <sup>rd</sup> Ave.	1

**ESSX Services**

<b>ESSX Exchange</b>	<b>Number of ESSX Lines</b>	<b>Number of NARS</b>	<b>Number of Working ESSX Lines</b>
954-468 & 954-847	340	12	268
954-759	40	5	40
954-321	23	5	23
954-396	100	7	41
954-489 & 954-938	62	17	62
<b>TOTAL</b>	<b>565</b>	<b>46</b>	<b>434</b>

**LONG DISTANCE DESCRIPTION AND SPECIFICATION****3.2 Purpose and Intent**

It is the purpose of this Section of this RFP Specification to detail the present volume of long distance usage for the City of Fort Lauderdale. Due to growth potential, present size and influence of the Customer it is expected the proposers will respond with premier quality transmission and customer service combined with their most competitive prices and most flexible terms and sales creativity.

The City of Fort Lauderdale is seeking a proposal and contractual agreement that provides the Long Distance switched and dedicated services as needed to meet the requirements of each location for the City of Fort Lauderdale. This includes the provisioning of the access and necessary communication equipment and all aspects of installation, implementation support and maintenance. Proposers are also advised to take into account the ever growing and changing business environment, future needs both functionally and on an economical cost competitive and cost contained basis.

The following Section 3.2 details an average month of long distance outbound and inbound usage.

Unless otherwise specified, this Request For Proposal and all other necessary contract documents reflect a performance-type project and are intended to include everything obviously requisite and necessary to the proper and entire finishing of the work mentioned. All work is to be done to carry out the intent of the Request For Proposal Specification response, and all other contract documents whether each item is mentioned herein or not.

The telephone systems presently in service at the various City of Fort Lauderdale locations are as follows:

**City Hall**, 100 N. Andrews Avenue (Primary Telephone Number 954-828-5000)

- NORTEL OPTION 81C installed in 2002 with 7 - PRI Trunks and 1 – AT&T long distance trunks

**Police Dept.**, 1300 W. Broward Blvd. (Primary Telephone Number 954-828-5700)

- NORTEL OPTION 61C installed in 2001 with 7 - PRI Trunks and 2 – AT&T long distance trunks

**Public Services**, 949 NW 38<sup>th</sup> Street (Primary Telephone Number 954-828-5151)

- NORTEL OPTION 11C PBX installed in 1997, with 26 trunks.

Miscellaneous Locations include parks, pools, fire stations, etc., and are served by ESSX, ISDN lines, business lines, or residence lines. A description of these services is detailed in Section 2 of these Specifications.

### 3.3 LONG DISTANCE USAGE

#### 3.3.1 Outbound Long Distance

Location	IntraLata**		Florida		State-to-State		International*	
	# of Calls	Minutes	# of Calls	Minutes	# of Calls	Minutes	# of Calls	Minutes
City Hall	8263	21597	1708	58489	2733	10145	72	305
Police	2208	6635	1033	1497	1295	263	35	3
Public Service	439	1082	549	6663	253	957	3	26
Miscellaneous	1079	5253	607	1797	313	3706	34	73

a. Proposed Cost-Per-Minute – Domestic									
DESCRIPTION	DEDICATED							Minutes OUTBOUND	Total Cost C
	DAY RATE	Minutes OUTBOUND	Total Cost A	NIGHT RATE	Minutes OUTBOUND	Total Cost B	EVENING/WEEKEND RATE		
Expanded Local Calling Area									
IntraLata		34,567							
Florida		68,446							
State to State		15,071							
<b>TOTAL MINUTES</b>		<b>118,084</b>							
<b>TOTAL COST</b>									

TOTAL COST A

\$
----

\*International calling is as follows:

<b>Country</b>	<b># of Calls</b>	<b>Minutes</b>
Canada	59	223.1
Caribbean	14	20.4
Haiti	1	7.1
Brazil	5	10.3
UK	2	22.1
France	6	11.1
Germany	5	64.5
Denmark	3	1.7
Africa	15	46.7

\*\*IntraLata Calls include Expanded Local Area Calls

### 3.4 Inbound Long Distance Usage

#### 3.4.1 General Description

It is the purpose of this Section to detail the general inbound long distance requirements for the City of Fort Lauderdale. The following describes an average month of inbound long distance usage. There are a total of four (4) toll-free (800) lines directed to various telephone numbers throughout the City of Fort Lauderdale. For the purposes of this RFP, the inbound usage for all four (4) toll-free (800) lines has been combined. These figures are as follows:

	<b>IntraLata</b>		<b>Florida</b>		<b>State-to-State</b>	
	# of Calls	Minutes	# of Calls	Minutes	# of Calls	Minutes
Day	226	357.4	108	429.9	384	1128.3
Evening	13	373.7	0	0	6	177.0
Night	15	173.2	2	37.3	6	225.2

**4.0 PROPOSAL RESPONSE**

**4.1 OUTBOUND LONG DISTANCE (PROPOSED SERVICE AND COST)**

**Proposed Service Offering:** \_\_\_\_\_

Enter in the blank spaces below the proposed cost-per-minute (cpm) configuration based on the discounted cost and per minute figures provided in Section 1 of this Request For Proposal. Identify per minute costs for day, evening and night/weekend calling for Expanded Local Calling Area, IntraLata, Florida, state-to-state, Canada and International calling. Also, identify if there is a minimum monthly cost associated with the proposed service offering.

b. Proposed Cost-Per-Minute – Domestic

DESCRIPTION	DEDICATED							Minutes OUTBOUND	Total Cost C
	DAY RATE	Minutes OUTBOUND	Total Cost A	NIGHT RATE	Minutes OUTBOUND	Total Cost B	EVENING/WEEKEND RATE		
Expanded Local Calling Area									
IntraLata		357.00			173.00			373.00	
Florida		430.00			37.00			0.00	
State to State		1,128.00			225.00			177.00	
<b>TOTAL COST</b>									

TOTAL COST A/B/C

\$

<b>SWITCHED</b>		
<b>DAY</b>	<b>NIGHT</b>	<b>EVENING/ WEEKEND</b>

Is there a minimum monthly cost associated with this offering?

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

**If yes – How much?**

\$

c. Hardware Costs (for dedicated service)

T-1 Channel Bank monthly lease cost \_\_\_\_\_

T-1 Channel Bank installation cost \_\_\_\_\_

**4.2 Proposed international Charges**

Based upon current usage provide rates for Canada and international calling as an attachment to this page.

**4.3 INBOUND LONG DISTANCE (PROPOSED SERVICE AND COST)**

Proposed Service Offering: \_\_\_\_\_

Enter in the blank space below the proposed cost-per-minute (cpm) configuration based on the discounted cost and per minute figures provided in Section 4.0 of this Request For Proposal. Identify per minute costs for day, evening and night/weekend calling for Expanded Local Calling Area, IntraLata, Florida and state-to-state. Also, identify if there is a minimum monthly cost associated with the proposed service offering.

a. Proposed cost per minute – inbound.

DESCRIPTION	DEDICATED			SWITCHED		
	DAY	NIGHT	EVENING/ WEEKEND	DAY	NIGHT	EVENING/ WEEKEND
Expanded Local Calling Area						
IntraLata						
Florida						
State to State						

b. Is there a minimum monthly cost associated with this offering?

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

If yes – How much?      \$

**4.4 Proposed Directory Assistance Charges**

Enter in the blanks below the Directory Assistance costs associated with the proposed long distance plan(s).

Directory Assistance Areas	Dedicated	Switched
IntraLata		
Florida		
State-to-State		
Canada		
International		

**4.5 Proposed Long Distance Installation Cost**

Enter below the full installation and monthly cost for both the Contractor and the local Telephone Company.

\*Rates pending approval are to be inserted if rate schedules are not currently approved, and are pending at the time of Proposal submission.

<b>City Hall</b>	<b>Present Rates</b>	<b>Rates Pending Approval*</b>
Total Monthly Circuit Cost/Contractor		
Total Monthly T-1/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total Monthly T-1/Local Telco		
Total One-time Installation/Local Telco		

<b>Police</b>	<b>Present Rates</b>	<b>Rates Pending Approval*</b>
Total Monthly Circuit Cost/Contractor		
Total Monthly T-1/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total Monthly T-1/Local Telco		
Total One-time Installation/Local Telco		

<b>Public Services</b>	<b>Present Rates</b>	<b>Rates Pending Approval*</b>
Total Monthly Circuit Cost/Contractor		
Total Monthly T-1/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total Monthly T-1/Local Telco		
Total One-time Installation/Local Telco		

**4.6 Proposed Inbound Long Distance Installation Cost**

Enter below the full installation and monthly cost for both the Contractor and the local Telephone Company.

	<b>Present Rates</b>	<b>Rates Pending Approval*</b>
Total Monthly Circuit Cost/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total One-time Installation/Local Telco		

**4.7 Long Distance Service Descriptions (Additional Value Added Features)**

On a separate page provide a brief description of the long distance products and services identified below. Below each service are three (3) columns: "Included", "Optional" and "Not Available". Mark the appropriate column as specified. Indicate additional cost if the service is Optional for any of the City locations and identify each location and charges. Insert additional pages directly following this page if additional space is required.

a. Operator Services

	Included	Optional	Not Available
Bill to Third Party			
Bill to Calling Card			
Bill to Collect			
Person-to-Person Calling			

b. Telephone Calling Cards

Included ( )      Optional ( )      Not Available ( )

c. Account/Authorization Codes

Included ( )      Optional ( )      Not Available ( )

Number of Account Code Digits: \_\_\_\_\_

Minimum and Maximum of available Account Codes:

One-time Setup Cost: \_\_\_\_\_ Monthly Cost: \_\_\_\_\_

d. Validated Account/Authorization Codes

Included ( )      Optional ( )      Not Available ( )

Number of Account Code Digits: \_\_\_\_\_

Minimum and maximum of available Account Codes: \_\_\_\_\_

One-time Setup Cost: \_\_\_\_\_ Monthly Cost: \_\_\_\_\_

e. Conference Calling

Included ( )      Optional ( )      Not Available ( )

On a separate page please describe how the service is activated and how the charges are based.

f. Invoice Billing Call Detail and Tele-Management Reports

Included ( )      Optional ( )      Not Available ( )

On a separate page provide a sample invoice of the Long Distance Service proposed.

g. Customized Billing

Included ( )                      Optional ( )    Not Available ( )

On a separate page explain the types of customized billing plans offered by your company. If an Option, identify the one-time setup cost and monthly cost associated with each plan.

h. Bills available on diskette or CD

Included ( )                      Optional ( )    Not Available ( )

i. Will a dedicated Customer Service Representative be assigned to the City of Fort Lauderdale?

Yes ( )                              No ( )

**4.8 Discounts**

On a separate page describe any discount programs available with the Long Distance Service offerings; i.e., cumulative volume discounts, fixed-period discounts, international and regional calling options, etc.

**4.9 Information Services**

On a separate page describe how your company handles requests for Directory Assistance

**4.10 Toll Fraud Protection**

On a separate page provide a brief description of the toll fraud protection services currently offered and/or proposed to be offered by your company. Include in this description customer qualifications, coverage options, cost service and support.

**4.11 Company Information**

On a separate page briefly describe the scope of your company operations including formation, history, ownership, geographic area served, etc.

**4.12 User List**

Provide a list of customers of similar services in the South Florida area using the Long Distance services proposed to the City of Fort Lauderdale. Include the date installed for each user. Include the Customer Name, Date installed, Contact Name, Telephone number.

**4.13 Proposal Time Limits and Implementation**

Provide in the space below, the time for which your Proposal and Price is valid; **cannot be less than 90 (ninety) days from the submittal date of Response to this Request For Proposal.**

\_\_\_\_\_

Provide the number of days it will take to completely implement the change over to your Long Distance Services. \_\_\_\_\_Days

**5.0 Data Connectivity**

The City has its own networks with connectivity to the Internet. Does your company provide high speed (T-1 or greater) links to the Internet?

Yes ( )      No ( )

If yes, briefly describe below the type of connectivity AND the monthly costs associated with the service.

Costs: \_\_\_\_\_

Description:

## 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 Purchasing. 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 maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid 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, 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 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 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 purchasing 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.

## EXHIBIT A

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.

- 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/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application 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 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, 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 Purchasing Office, or other designated area, 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 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.

## EXHIBIT A

- 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 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 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, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division 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 him 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 Purchasing Manager 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, cashier's 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, 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, 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

## EXHIBIT A

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 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. 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 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 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 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 ITB 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 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, 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.

## EXHIBIT A

- 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 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 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 one (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, required 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 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 to the contract occur, and those circumstances significantly affect the Contractor's 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 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.

**EXHIBIT A**

- 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.

Form G-107 Rev. 07/01