

# **Request for Proposal**

**552-9129**

## **2 - Year Contract for Fire Department Promotional Examinations**

**Opens: January 6, 2005**  
2:00 p.m.



**City of Fort Lauderdale**

**Issued for Human Resources Department  
by the Procurement Services Department**

Linda R. Wilson, C.P.M., CPPB  
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**Visit us on the web at [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)**

**(954) 828-5933**

## **PART I - INFORMATION/SPECIAL CONDITIONS**

**1. GENERAL INFORMATION:** The City of Fort Lauderdale is requesting proposals from qualified proposers hereinafter referred to as the test developer or Contractor to provide written promotional examinations for the following classifications: Driver Engineer, Fire Lieutenant, Fire Safety Lieutenant and Fire Inspector II.

**2. BACKGROUND:** The City of Fort Lauderdale is a moderately sized City on the southeast coast of Florida, which provides municipal services to a permanent population of approximately 167,000. The City currently employs 2,667 permanent employees in various capacities. The Fire-Rescue Department has an annual operating budget of \$49 million and 849 employees, including 375 uniformed fire personnel. The department is under a federal consent decree since 1981 to increase its representation of females and minorities in the uniformed ranks.

The Fort Lauderdale Human Resources Division administers a Driver Engineer examination every year in September, a Fire Lieutenant and Fire Safety Lieutenant every 2 years per the Labor Contract Agreement between the City and International Association Firefighters Local 765. The Fire Inspector II written examination is given only if a promotional opportunity exists. The examinations consist of and are weighted as follows:

Driver Engineer – Written is 50% of final score  
Fire Lieutenant – Written is 50% of final score  
Fire Safety Lieutenant – Written is 50% of final score  
Fire Inspector II – Written is 100% of final score

Appropriate scientific techniques and procedures are used in scoring and evaluating the results of examinations and in determining the relative ratings of the competitors. For the Fire Safety Lieutenant and Fire Inspector II, the written examination is given and graded as outlined in the IAFF contract: the pass point is set using the Ebel Method. The Driver Engineer and Fire Lieutenant written examination is given and graded as outlined in the IAFF contract: the passing point is 70% of the highest raw score, provided however that a flexible passing point may be established if that methodology results in a larger number of passing scores.

After administering the written examination and prior to notifying candidates of the results of this test, a group test review session is scheduled and conducted. Candidates are permitted to inspect the written exam questions and the answer key, and have three days to substantiate in writing any claims of error or appeals in the test. The appeals by the group of candidates are submitted to the test author who will render a decision on all questions that are challenged. Past practice has been for the test developer to provide responses to the challenged questions within 30 calendar days.

**3. INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this RFP contact the Procurement Specialist II, Linda Wilson, at (954) 828-5146. For information concerning the technical specifications contained in this RFP contact Personnel Analyst, Lisa Slagle at (954) 828-5316. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

3.1. Last Date for Questions of a Material Nature:

Requests for clarifications or questions related to this RFP will be accepted in writing, e-mail, or by fax transmission. All written questions be submitted to the Procurement and Materials Management Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301; by fax to (954) 828-5576, or e-mail to [lindaw@ci.fort-lauderdale.fl.us](mailto:lindaw@ci.fort-lauderdale.fl.us)  
Attn: Linda Wilson.

**Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.**

Any addendum, if required, will be issued within three (3) days of this date to all bidders who have been mailed a copy of the RFP.

**4. CONTRACT TERM:** The initial contract term shall be for three (3) years. The City reserves the right to extend the contract for up to **two (2), one (1) year** extension terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City

**5. PRICING & COST ADJUSTMENTS:** The prices offered and accepted must remain firm for the initial **two (2) year contract term**. Costs for any subsequent extensions are subject to an adjustment only if an increase occurs throughout the local industry. Unless very unusual and significant changes have occurred in the industry, **such increases shall not exceed 5% per contract extension or, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor, whichever is less.**

Any such increase must be documented and submitted in writing to the City at least ninety (90) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive and the matter can not be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

**6. ELIGIBILITY:** To be eligible to respond to this RFP, the proposer should demonstrate that he/she or they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one organization similar in size and complexity to the City of Fort Lauderdale.

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

**8. INVOICES:** The City will accept invoices no more frequently than the following schedule: The first invoice shall be submitted with the final camera-ready copy of the written test. The City shall make payment within thirty (30) days of acceptance of the test by the City. The first invoice shall not exceed 65% of the total cost for the services as bid.

The second invoice shall be submitted after the written responses to the challenged appeals are received and accepted by the City and shall cover all expenses of the project not contained in the first invoice. The City shall make payment within thirty (30) days of acceptance of the written responses by the City.

**9. MINORITY CERTIFICATION BY BROWARD COUNTY, FLORIDA** 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.

**10. VARIANCES:** The City allows Contractors to take variances to 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 General Conditions.

**11. GENERAL CONDITIONS:** RFP General Conditions Form G-107A Rev. 7/01 (**Exhibit “A”**) are included and made a part of this RFP.

**12. 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.

**13. 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.

**14. 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 No. C-00-27 may be obtained from the City Clerk’s Office on the 7th Floor of City Hall, 100 N. 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>.

**15. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**PART II - RFP SCHEDULE**

**\*\*TENTATIVE\*\***

<b>Release Notice of the RFP Availability</b>	<b>12/7/04</b>
Last date for Receipt of Questions (by 5:00 pm)	12/20/04
Addendum, if required	12/22/04
<b>RFP OPENS (at 2:00 pm)</b>	<b>1/06/05</b>
Evaluation Committee Review & Ranking	Week of 01/10/05
Anticipated City Commission Approval , if required	2/02/05

**PROPOSERS PLEASE NOTE: THE CITY INTENDS TO AWARD THIS CONTRACT AND THE CONTRACTOR AGREES TO PROVIDE ALL TESTING REQUIREMENTS IN ACCORDANCE WITH THIS PUBLISHED SCHEDULE DURING THE CONTRACT TERM:**

**PROMOTIONAL TEST - REQUIRED DELIVERY DATE - DRAFT TEST COPY :**

Fire Inspector II	2005 test	05/20/05
Driver Engineer	2005 test	08/05/05
Fire Safety Lieutenant	2006 test	01/06/06
Fire Lieutenant	2006 test	06/09/06
Driver Engineer	2006 test	08/04/06
Optional test		
Fire Inspector II	2006 test	05/19/06

**COMPLETED CAMERA READY WRITTEN TEST COPY**

Fire Inspector II	2005 test	06/17/05
Driver Engineer	2005 test	09/02/05
Fire Safety Lieutenant	2006 test	02/03/06
Fire Lieutenant	2006 test	07/07/06
Driver Engineer	2006 test	09/01/06
Optional test		
Fire Inspector II	2006 test	06/16/06

**COMPLETED REVIEW AND DETERMINATION OF CHALLENGED TEST QUESTIONS:**

Fire Inspector II	2005 test	07/29/05
Challenges will be provided by		07/01/05
Driver Engineer	2005 test	10/14/05
Challenges will be provided by		08/16/05
Fire Safety Lieutenant	2006 test	03/17/06
Challenges will be provided by		02/17/06
Fire Lieutenant	2006 test	08/18/06
Challenges will be provided by		07/21/06
Driver Engineer	2006 test	10/13/06
Challenges will be provided by		09/15/06
Optional test		
Fire Inspector II	2006 test	07/28/06
Challenges will be provided by		06/30/06

### **PART III - SCOPE OF SERVICES**

**1. SCOPE OF SERVICES:** The successful Contractor shall develop Written Examinations for Fire Inspector II, Driver Engineer (two examinations), Fire Lieutenant, Fire Safety Lieutenant in accordance with the RFP specifications contained herein.

1.1. Test developer to utilize the job analysis and list of References provided by the City to develop a test content outline. These materials are to guide the test developer in test construction. Only references specified by the City will be permitted for use as reference materials. Applicants will have knowledge of reference materials prior to the administration of the test.

**EXHIBIT "A"**, Tentative *Reading Lists for all tests*, attached to proposal pages

**EXHIBIT "B"**, the most recent *Job Analysis* for each test is also attached with a list of "KSA's" (Knowledge, Skills and Abilities) measured in the most recent test administration examination(s) are attached to proposal

1.2. The test developer must provide a draft copy with a minimum of 150 test items by dates on preceding page. The test items are to be developed from the list of reference materials provided by the City. Test developer will not be provided copies of previous examinations for inspection. City of Fort Lauderdale Fire-Rescue Department personnel familiar with the class will review the items. They will evaluate each test question using the following three criteria:

a. Job Relatedness:

Consider the degree of relatedness this question has to the job in the City of Fort Lauderdale.

b. Difficulty:

Consider the degree of difficulty this question would represent for the average candidate.

c. Clarity:

Consider the degree of clarity and the intent of the test question.

Questions, which do not meet the Job Relatedness criteria, will be eliminated from the draft. Additional test questions may be requested, and questions, which do not meet the Difficulty and Clarity criteria, will be rewritten, if:

- 1) The final draft consists of less than 100 items; and/or
- 2) If, upon elimination of these items, the test is no longer content valid.

**If the test is acceptable, a final camera-ready original must be provided immediately. If test items must be rewritten, delivery date will be as listed on the preceding page and will be again evaluated according to the criteria and standards above.**

The Fort Lauderdale Human Resources Division will conduct the test item review session.

The test author is to review all challenged test questions and render a judgment as to the validity of the challenges. The test developer is to submit the results of this judgment to the City no later than dates listed on the preceding page and will be provided challenges as by dates listed on the preceding page.

**PART IV - EVALUATION AND AWARD**

**EVALUATION & AWARD:** The City will evaluate all responsive and responsible proposals to determine which proposal best meet the needs of the City, based on the evaluation criteria. A committee established for this purpose, composed of City staff will make evaluation and any other qualified persons deemed necessary.

Award will be based on a review of all the information submitted, plus a review of the references submitted, and certain objective and subjective considerations, including:

<b><u>Evaluation Criteria:</u></b>	<b><u>Assigned Points</u></b>
1. Experience, qualifications, and past performance of proposer, in preparing similar exams for the City or other governmental entities. Includes client references	35
2. Qualifications and technical expertise of project coordinator and persons participating in the test development. Resumes of assigned personnel including item writers for each specific examination.	35
3. Proposer's ability to meet the deadlines specified in this proposal.	10
4. Cost to the City for the examination development.	<u>20</u>
TOTAL POINTS	100

Finalists may be asked to appear before an Evaluation Committee, if desired by the City. Such oral presentation, if required, shall be for clarification purposes only.

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, or parts of proposals. The City also reserves the right to waive minor variations to the specifications and in the bidding process.

**PART VI - REQUIREMENTS OF THE PROPOSAL**

**I. INSTRUCTIONS TO PROPOSERS/REQUIREMENTS OF THE PROPOSAL:**

1) Proposers are required to submit **ONE (1) ORIGINAL AND FIVE (5) COPIES OF RFP** response and all attachments. Any attachments shall be clearly identified. To be considered, the Proposal shall respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to your RFP response.

2) All Proposals shall be submitted in a sealed envelope with the proposer name and address, RFP number, due date and time, and RFP title clearly marked on the outside. If more than one package is submitted, please mark 1 of 2, 2 of 2, etc.

3) All proposals must be received in the Procurement Division, Room 619, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, prior to 2:00 pm the due date specified in the RFP schedule of this RFP.

4) A representative who is authorized to contractually bind the Contractor shall sign proposal.

5)

**II. Corporate Authorization/Registration:**

1. **The proposal shall be signed by a representative who is authorized to contractually bind the Contractor. A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if proposal is signed by other than the President, Vice-President or Treasurer.**

2. **Proposer shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.**

**III. REQUIREMENTS OF THE PROPOSAL:** Proposers shall include all the following as a part of the RFP response:

- a) RFP Proposal Summary Page 1, signed and dated
- b) All PROPOSAL SUMMARY PAGES, completed
- c) ANY ADDENDUM OR ATTACHMENTS
- d) A list of client references for whom you have performed these services
- e) Resumes of every item writer assigned to each written examination.
- f) The requested Original and Five (5) copies of your RFP response.

**PROPOSAL SUMMARY PAGES**

**PROPOSER PLEASE COMPLETE THE FOLLOWING:**

The proposer hereby offers to enter into an agreement with the City of Fort Lauderdale, Florida to provide Fire Department Promotional Examination test services in accordance with these RFP specifications and provisions. I have read all attachments, including the specifications and fully understand what is required. By submitting this signed proposal I will accept a Contract, if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this RFP with any other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I further certify that I am authorized to contractually bind the proposing firm.

Name of Company: \_\_\_\_\_  
(legal registered)

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

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

Principal Contact: \_\_\_\_\_  
(name & title)

Telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name/Title)

**ADDENDUM ACKNOWLEDGEMENT:** Proposer acknowledges that the following addenda have been received, IF APPLICABLE, and are included in the proposal response:

ADDENDUM NO.                      DATE ISSUED

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

Variations: \_\_\_\_\_

\_\_\_\_\_

**3. MBA/WBE Eligibility:** If your company qualifies as a Minority or Woman Owned Enterprise, please indicate below, in accordance with the description outlined in General Conditions 1.08.

MBE: \_\_\_\_\_ WBE: \_\_\_\_\_ SBE: \_\_\_\_\_

**4.** Can you meet the deadlines as specified?  Yes  No

If NO, give the dates for the following: \_\_\_\_\_

Providing the draft copy \_\_\_\_\_

Providing additional test questions, if required \_\_\_\_\_

Providing final camera ready test copy \_\_\_\_\_

**5.** Provide a summary of your firms qualifications for developing a Driver Engineer, Fire Lieutenant, Fire Safety Lieutenant, and Fire Inspector II written examinations. If additional space is needed, provide as an Appendix to your proposal.

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**6.** Has your firm previously completed any written examinations for the City of Fort Lauderdale?  
 Yes  No

If YES, provide specifics: \_\_\_\_\_

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**7.** List below the person (s) who will be assigned to and responsible for coordinating the project. Provide resumes of these person(s) as an Appendix to your proposal. If additional space is required please attach as an appendix to your RFP proposal response. Please provide resumes of these person(s) with your response package.

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**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 & Materials Management. 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 it's 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.

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 it's 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 Procurement 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.**
- 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 Procurement Division immediately. Such notification must be received by the Procurement 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 Procurement 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, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; 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 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.
- 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.
- 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.

**EXHIBIT - A Tentative Reading Lists**

**Fire Inspector II Tentative Reading List**

**2005 Written Examination and optional 2006 Written Examination**

1. Fort Lauderdale Fire-Rescue Manual of Administrative Rules and Regulations, including revisions up to the posting date of this examination. Articles 1-28. DELETE articles 4,7,9,12.
2. Fort Lauderdale Fire-Rescue Administrative Standard Operating Procedures including revisions up to the posting date of this examination.
3. Fort Lauderdale Fire-Rescue Incident Command/Operations Manual Revised 1995/1996 Articles 1,2,5,9,10 and 14. Article 300 –311 Fire Prevention Standard Operating Procedures including revisions up to the posting date of this examination.
4. IFSTA Fire Inspection and Code Enforcement 6<sup>th</sup> Edition.
5. National Fire Protection Association 13, Installation of Fire Sprinkler Systems. 2002 Edition. (Open book portion of exam).
6. National Fire Protection Association 72 National Fire Alarm Code, 2002 Edition. (Open book portion of exam).
7. Florida Fire Prevention Code 2001 (Open book portion of the exam).
  - National Fire Protection Association 1, 2000 Edition
  - National Fire Protection Association, 101 Life Safety Code, 2000 Edition
  - Florida State Statutes 633.022; 633.025
  - Broward County Amendments

**Driver Engineer Tentative Reading List**

**2005 Written Examination and 2006 Written Examination**

- 1 IFSTA Pumping Apparatus Driver/Operator Handbook – 1<sup>st</sup> Edition
- 2 IFSTA Aerial Apparatus Driver/Operator Handbook – 1st Edition
3. Fort Lauderdale Fire Rescue Administrative Rules and Regulations including all revisions up to the posting of this examination.
4. Fort Lauderdale Fire Rescue Standard Operating Procedures including all revisions up to the posting of this examination.
5. Fort Lauderdale Fire Rescue Revised Edition of Training and Operations Manual (TOPMAN) including all revisions up to the posting of this examination.
6. Fort Lauderdale Fire Rescue Zone Book including all revisions up to the posting of this examination.
7. Fort Lauderdale Fire Rescue Incident Command/Operational Procedures, including all revisions up to the posting of this examination.
8. South Florida Regional Common EMS Protocols (2001)
  - General Protocols 1.2 through 1.13
  - Adult Protocols 2.1 through 2.2.1, 2.7.1 through 2.7.2 and 2.10.8
  - Pediatric Protocols 3.1 through 3.1.4, 3.2 through 3.2.2 and 3.4.2
  - Medical Procedures 4.1 through 4.2
  - Appendix 7.1 through 7.5, 7.7, 7.13 through 7.19

**Fire Safety Lieutenant Tentative Reading List**  
**2006 Written Examination**

1. Fort Lauderdale Fire-Rescue Manual of Administrative Rules and Regulations including all revisions up to the posting of this examination. Articles 1-28  
DELETE articles 4,7,9,12.
2. Fort Lauderdale Fire-Rescue Administrative Standard Operating Procedures including revisions up to posting of this examination.
3. Fort Lauderdale Fire-Rescue Incident Command/Operations Manual including all revisions up to the posting of this examination. TOPMAN Articles 1,2,5,9,10 and 14.  
Articles 300 –311 Fire Prevention Standard Operating Procedures.
4. IFSTA Fire Inspection and Code Enforcement 6<sup>th</sup> Edition
5. Florida Fire Prevention Code 2001  
National Fire Protection Association 1, 2000 Edition  
National Fire Protection Association, 101 Life Safety Code, 2000 Edition  
Florida State Statutes 633.022; 633.025  
Broward County Amendments
6. IFSTA Fire Service Personnel Management, 1<sup>st</sup> Edition. Chapters 1,2,3,7,8,9,11,12.

**Fire Lieutenant Tentative Reading list**  
**2006 Written Examination**

1. Fort Lauderdale Rules and Regulations; including all revisions including all revisions up to the posting of this examination.
2. Fort Lauderdale Standard Operating Procedures; including all revisions up to the posting date of this examination.
3. Fort Lauderdale Incident Command; including all revisions up to the posting date of this examination.
4. Fire Department Company Officer, Third Edition, IFSTA, or the most current edition at posting
5. Fire Officer's Handbook of Tactics, Second Edition, John Norman, or the most current edition at posting.
6. Building Construction for the Fire Service, Third Edition, Brannigan, or the most current edition at posting.
7. Principles of Vehicle Extrication, Second Edition, IFSTA, or the most current edition at posting.
8. South Florida Common EMS Protocols 2001, or the most current edition at posting.

### **Exhibit “B” - Job Analysis**

The method of job analysis utilized to define the important tasks and KSA’s for the following positions was the:  
WRIPAC Job Analysis – Western Region Intergovernmental Personnel Assessment Council.

In general terms, the WRIPAC job analysis system begins with a list of tasks, which are hypothesized to constitute the job. These tasks were rated by Subject Matter Experts (SMEs) to determine which are considered to be the most important to the job. Next, a list of knowledge, skills and abilities (KSAs) are generated which are hypothesized to be required for the performance of the job. The KSA inventory is then rated by SMEs to eliminate those KSAs, which are considered to be essential or important to the satisfactory performance of the job. Each remaining KSA is then linked to the job tasks to determine its individual importance for testing. These linkages are subsequently converted to domain weights, which are used to determine the relative weights or importance of each KSA in the examination plan that is developed for the job.

Below are the written examination weights for each of the written examinations. The full summary of each job analysis is on file at the City of Fort Lauderdale Personnel Division.

#### **Knowledge, Skills and Abilities to be measured in the written examination for:**

##### ***Fire Inspector II***

1. Knowledge of modern principles, practices and equipment related to fire prevention activities. 15%
2. Knowledge of building construction and fire life safety equipment/systems. 12%
3. Knowledge of local, State, Federal fire regulations and Code Enforcement procedures. 11%
4. Knowledge of general fire behavior, including the spread of fire expected within each type of building construction. 5%
5. Knowledge of legal responsibilities and enforcement practices relative to fire inspections. 11%
6. Ability to identify and explain the general properties and storage of flammable and combustible liquids and other hazardous materials. 5%
7. Ability to identify common causes of fire and its prevention. 12%
8. Ability to read and interpret construction plans and specifications. 15%
9. Ability to understand and effectively put into practice oral and written instructions. 5%
10. Ability to establish and maintain effective working relationships with fellow employees, officials agents or other organizations and the general public. 5%

##### ***Driver Engineer***

1. Knowledge of the geography of Fort Lauderdale, including street systems, normal traffic flow patterns, locations of key buildings and other landmarks, and location of hydrants and other water sources. 13%
2. Knowledge of departmental policies, rules and procedures relating to the care, maintenance and operation of firefighting apparatus, equipment and tools. 20%
3. Knowledge of the mechanical principles governing the operation of engines, pumps, pumping devices and other mechanical equipment relating to firefighter apparatus. 11%
4. Knowledge of department regulations and operations. 17%
5. Knowledge of basic medical procedures. 10%
6. Ability to perform arithmetic; addition, subtraction, division and multiplication manually

without use of calculators. 15%

***Fire Safety Lieutenant***

- 1. Knowledge of modern principles, equipment and tools of fire prevention. 13%
- 2. Knowledge of local, state and federal fire regulations and code enforcement procedures. 8%
- 3. Knowledge of legal responsibilities in relation to fire inspections. 8%
- 4. Knowledge of modern principles and practices of personnel supervision. 12%
- 5. Knowledge of laws, ordinances, and departmental policies, rules and procedures applicable to fire hazards. 8%
- 6. Ability to analyze situations correctly and quickly and to adopt effective courses of action, with due regard to surrounding hazards and circumstances. 7.5%
- 7. Ability to train and instruct firefighters to modern fire prevention and firefighting principles practices, and procedures. 10.5%
- 8. Ability to plan, assign, and supervise the work of subordinates, both in routine work and under emergency conditions at the scene of a fire. 9.5%
- 9. Ability to identify common causes of fire and its prevention. 13%
- 10. Ability to investigate and identify origin, cause and circumstances of fire. 10%

***Fire Lieutenant***

- 1. Knowledge of modern firefighting, rescue and fire prevention principles, practices and procedures. 11%
- 2. Knowledge of modern principles and practices of personnel supervision. 28%
- 3. Knowledge of the operation and maintenance of various types of apparatus and equipment used by the Fire-Rescue Dept. and the ability to supervise the effective use of apparatus and equipment. 6%
- 4. Knowledge of laws and ordinances applicable to fire-rescue work. 6%
- 5. Knowledge of departmental rules, regulations and standards of operations. 40%
- 6. Knowledge of EMT level medical protocols 10%

**Appendix C – Job descriptions**

**CITY OF FORT LAUDERDALE**

**FIRE INSPECTOR II  
DEFINITION**

**642**

This is skilled, specialized work of varied difficulty in conducting fire/life safety inspections.

Employees in this class are responsible for the protection and preservation of life and property primarily by conducting fire/life safety inspections. Employees assigned to this class must utilize special skills and training to enforce all applicable local, state and federal regulations and may be required to respond to emergencies and perform firefighting and rescue tasks as needed.

Work is normally performed under the supervision of departmental supervisors in accordance with defined policies and procedures, however, employees must be able to exercise reasonable independent judgment in the performance of duties. Performance is reviewed by superiors through observation of work while in progress and upon completion, through review of records and reports, and in consultations with the employee and others knowledgeable of the employee's performance. This class is distinguished from the Fire Inspector I by additional experience and knowledge of operations.

### **EXAMPLES OF WORK PERFORMED**

Inspects properties on a yearly basis for the presence of fire hazards, and to insure compliance with local, state and federal fire regulations; inspects and tests all fire/life safety suppression systems; recognizes and takes action to correct hazardous conditions which present an immediate danger to life; documents inspection findings, reviews findings with property owners and supervisors, prepares and submits Notice of Violation forms for the City Code Enforcement Board; appears before the City Code Enforcement Board, Broward County Board of Rules and Appeals and in courts of law to enforce fire regulations.

Reviews construction drawings and specifications to correct fire/life safety problems; assists in the investigation of the origin, cause and circumstances of fires within the City; responds to and resolves complaints from the general public.

Performs standby fire watches in places of public assembly and at special events to insure that all fire/life safety equipment is operative and all fire/life safety regulations are adhered to.

Participates in specified training programs to maintain state and local inspector certifications and to increase knowledge of modern fire prevention theories and techniques; may participate in training programs to maintain firefighting and medical rescue skills.

May demonstrate and explain appropriate fire safety and injury prevention behaviors to groups and individuals.

May respond to fire alarms with a fire company and perform fire suppression activities; may respond to scene of emergencies and assist in rescues; may administer basic life support emergency care.

May perform general maintenance work in the upkeep of Fire Department property and equipment.

Performs related work as required.

### **KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of modern principles, practices and equipment related to fire prevention activities.

Knowledge of building construction and fire/life safety equipment and systems.

Knowledge of local, state, and federal fire regulations and code enforcement procedures.

Knowledge of general fire behavior, including the spread of fire expected within each type of building construction.

Knowledge of legal responsibilities and enforcement practice's relative to fire inspections.

Knowledge of basic principles of elementary electrical theories and electrical systems.

Knowledge of the geography of Fort Lauderdale including location of streets, rivers, canals, railroad crossings and hydrants.

Knowledge of Fire Department organizational rules, regulations and procedures.

Knowledge of modern principles, practices, and equipment of suppression, rescue, first aid and salvage operations.

Ability to identify and explain the general properties and storage of flammable and combustible liquids and other hazardous materials.

Ability to identify common causes of fire and its prevention.

Ability to investigate and identify origin, cause and circumstances of fires.

Ability to observe and to analyze potential dangerous situations and to report them clearly and completely.

Ability to test all fire/life safety suppression systems to insure reliability and compliance with local, state and federal fire/life safety regulations.

Ability to read and interpret construction plans and specifications.

Ability to act quickly, calmly and efficiently in emergency situations.

Ability to understand and effectively put into practice oral and written instructions.

Ability to express ideas and factual information in a clear and concise manner, both orally and in writing.

Ability to represent the department effectively in public and to enlist the support of the public in Fire Department programs.

Ability to climb, balance, stoop, kneel, crouch or crawl in fire inspection, firefighting, emergency medical or rescue operations.

Ability to perform strenuous physical tasks over extended periods of time under adverse physical or environmental conditions.

Ability to lift, carry push or pull persons, property or firefighting equipment, appliances or tools.

Ability to establish and maintain effective working relationships with fellow employees, officials, agents or other organizations and the general public.

## REQUIREMENTS

1. Have served two (2) or more continuous years in the Fire Prevention Bureau as a Fire Inspector I or two (2) or more continuous years in Fire Suppression as a state and county certified fire inspector.
2. Possess or be able to obtain a Florida Driver's License.

## **CITY OF FORT LAUDERDALE, FLORIDA**

### **DRIVER-ENGINEER DEFINITION**

**631**

This is special duty firefighting work in caring for, driving, and operating automotive and/or marine firefighting apparatus.

An employee in this class is responsible for the protection of life and property through firefighting activities usually not performed under close supervision. Work requires performance of hazardous tasks under emergency conditions, which may involve extreme physical exertion. Employees are responsible for the operation of automotive and marine firefighting apparatus in responding to alarms in such a manner as to ensure the timely and safe delivery of equipment and personnel to the fire scene. Work includes driving automotive firefighting apparatus in non-emergency situations, including routine fire prevention inspections. A large part of duty time is spent in inspecting and maintaining equipment. Work is usually performed independently according to well-defined procedures. Independent judgment is exercised in determining best route to emergency scene, and making adjustments in route if dangerous traffic or other situations threaten the safety of the apparatus and in operating equipment at the fire scene. Instructions, direction and work assignments are received from departmental superiors en route to emergency scenes, in fighting fires and at fire stations.

When assigned to fire prevention the employee performs inspections on high-rise and sprinklered occupancies within the City limits for compliance with local ordinances, the South Florida Building Code, and applicable state statutes. Investigates and resolves complaints from the public regarding fire safety.

### **EXAMPLES OF WORK PERFORMED**

Responds to fire alarms with a company; drives automotive firefighting apparatus to the fire scene, exercising independent judgment, as circumstances dictate, ensuring that warning devices are in operation when necessary.

Locates firefighting apparatus in a position consistent with tactical conditions existing at fire scene, exercising care to avoid blocking street to other apparatus.

Assists in hose evolutions as outlined in departmental hose layout procedures, and operates pumping and other mechanisms to supply appropriate water pressures. Determines appropriate water pressures required, according to type of hose layout and other conditions.

Notes all equipment used at a fire, given to or removed by members of other companies, and reports to the Company Commander prior to departure from the fire scene.

Assists in replacing equipment used at a fire or other emergency.

Ensures that apparatus and equipment are in efficient operating condition and in readiness to respond to all alarms.

Inspects apparatus and equipment at beginning of each shift and after each run, making sure that all visible parts, as well as brakes, ignition, cooling system and radio are in good working order, and that the levels of gasoline, oil and water are proper. Checks batteries and records hydrometer reading on appropriate records daily.

Reports to Company Commander all repairs needed to the apparatus.

With assistance of personnel assigned by Company Commander, cleans the apparatus and equipment according to an established schedule, and as otherwise needed.

Submits requests for supplies needed for maintenance of apparatus, and keeps records of supplies issued to the apparatus.

May be assigned to drive and operate any departmental firefighting apparatus, including such apparatus as pumper, elevated platform, aerial ladder, crash truck, fire boat, etc.

When ordered by Company Commander or officer in charge, performs any or all of the duties of Firefighter.

When assigned to fire prevention the employee inspects newly completed structures for compliance with local ordinances, the South Florida Building Code, and applicable state statutes in order to issue a Certificate of Occupancy. These inspections are performed independently and involve the testing and evaluation of all on-site fire safety equipment such as fire alarms, smoke detectors, emergency lighting, fire pumps, elevators and other selected fire/life safety equipment.

Performs related work as required.

### **KNOWLEDGE, SKILLS AND ABILITIES**

Thorough knowledge of Fire Service Hydraulics.

Knowledge of the geography of Fort Lauderdale, including the street system, normal traffic flow patterns, location of key buildings and other landmarks, and location of hydrants and other water sources.

Knowledge of departmental policies, rules and procedures relating to the care and operation of firefighting apparatus, equipment and tools.

Knowledge of the mechanical principles governing the operation of engines, pumps, priming devices and other mechanical equipment relating to firefighting apparatus.

Ability to maintain and operate efficiently and safely, at least one type of automotive firefighting apparatus.

Ability to perform the mechanical work involved in operating and maintaining firefighting apparatus, equipment and tools.

Physical strength and agility, and freedom from limiting physical defects as indicated by a physical examination.

Ability to establish and maintain diplomatic and harmonious working relations with officials and the general public.

Ability to get along with fellow employees under conditions of close proximity for extended periods of time.

When assigned to fire prevention the employee must be certified as a State and County Fire Inspector.

Ability to review architectural drawings for compliance with local ordinances, the South Florida Building Code, and applicable state statutes. Participates in training programs necessary to maintain certification and competency as a Fire inspector.

Participate in informational meetings with building owners and their legal representatives to assist in resolving differences in reference to code violations.

## **REQUIREMENTS**

1. Have two (2) or more continuous years as a permanent Firefighter.
2. Have successfully completed the Driver-Engineer course conducted by the Fire Department Training Division.
3. Have a valid State of Florida Chauffeur's license or equivalent.

## **FIRE SAFETY LIEUTENANT DEFINITION**

**643**

This is supervisory and skilled fire prevention work in directing the activities of subordinate Fire Inspectors as they conduct fire/life safety inspections.

An employee in this classification is responsible for the supervision and control of inspection activities performed by subordinate inspectors. Assignments include responsibility for deploying and utilizing inspectors to conduct fire/life safety inspections; reviewing and retaining inspection reports, scheduling of inspection activities, and coordinating internal and external bureau activities. Employees may be required to assume command of an emergency scene until transferring command to a superior officer.

Employees in this class will also be responsible for instructing personnel in modern fire prevention, fire suppression, and emergency medical methods and techniques. Work is normally performed

under the general direction of a higher-ranking officer and the employee may report to an assigned supervisor on administrative matters.

**EXAMPLES OF WORK PERFORMED**

Directs inspections and assigns the work of subordinate inspectors; instructs and supervises the training of subordinates in modern fire prevention, fire suppression and emergency medical techniques and methods.

Inspects properties for the presence of fire hazards, to insure compliance with local, state and federal fire regulations; inspects and tests all fire/life safety suppression systems; recognizes and takes action to eliminate hazardous conditions which present an immediate danger to life; appears before the City Code Enforcement Board, Broward County Board of Rules and Appears and in courts of law to enforce fire regulations; documents inspection findings, reviews findings with property owners and supervisors, prepares and submits Notice of Violations for the City Code Enforcement Board; reviews reports of subordinates for completion and accuracy.

Reviews construction drawings and specifications to assure compliance with fire regulations; coordinates the activities of the Fire Prevention Bureau with other agencies and City Departments; conducts and supervises fire investigations to determine cause and origin for fires within the City; responds to and resolves complaints from the general public.

Participates in specified training programs to maintain state and local inspector certifications and to increase knowledge of modern fire prevention theories and techniques.

Performs and supervises standby fire watches in places of public assembly to insure that all fire/life safety equipment is operative and all fire/life safety regulations are adhered to.

May demonstrate and explain appropriate fire safety and injury prevention behaviors to groups and individuals.

May respond to fire alarms with a fire company and perform fire suppression activates; may respond to scene of emergencies and assist in rescues; may administer basic life support emergency care.

May supervise general maintenance work in the upkeep of Fire Department property and equipment.

Performs related work as required.

**KNOWLEDGE, SKILLS AND ABILITIES**

Considerable knowledge of modern principles, practices, equipment and tools of fire prevention.

Considerable knowledge of local, state and federal fire regulations and code enforcement procedures.

Considerable knowledge of legal responsibilities in relation to fire inspections.

Considerable knowledge of the geography of Fort Lauderdale including location of streets, rivers, canals, railroad crossings and hydrants.

Knowledge of modern principles and practices of personnel supervision.

Knowledge of modern firefighting practices and procedures.

Knowledge of the operation and maintenance of various types of apparatus and equipment used by the Fire Department and ability to supervise the effective use of apparatus and equipment.

Knowledge of laws, ordinances, and departmental policies, rules and procedures applicable to fire hazards.

Ability to analyze situations correctly and quickly and to adopt effective courses of action, with due regard to surrounding hazards and circumstances.

Ability to train and instruct firefighters in modern fire prevention and firefighting principles, practices and procedures.

Ability to plan, assign and supervise the work of subordinates, both in routine work and under emergency conditions at the scene of a fire.

Ability to identify common causes of fire and its prevention.

Ability to investigate and identify origin, cause and circumstances of fires.

Ability to express ideas and factual information in a clear and concise manner, both orally and in writing.

Ability to climb, balance, stoop, kneel, crouch or crawl in fire inspection, firefighting, emergency medical or rescue operations.

Ability to perform strenuous physical tasks over extended periods of time under adverse physical or environmental conditions.

Ability to lift, carry, push or pull persons, property or firefighting equipment, appliances or tools.

Ability to establish and maintain effective working relationships with fellow employees, officials, agents or other organizations and the general public.

## **REQUIREMENTS**

1. Must have successfully passed the examination for Fire Inspector 11 or have served in the classification of Fire Inspector II through appointment or reclassification, AND

2. Have at least five (5) or more continuous years of service as a certified fire inspector,

**OR**

Have at least four (4) continuous years of service as a certified fire inspector and possess either a Fire Officer I Certification or a one (1) year certificate for fire science,

**OR**

Possess three (3) continuous years of service as a certified fire inspector and possess an Associate's Degree in fire science, business or public administration, or a related field.

**CITY OF FORT LAUDERDALE, FLORIDA**

**632**

**FIRE LIEUTENANT  
DEFINITION**

This is supervisory and skilled firefighting work in directing activities of a fire company on an assigned shift or responsible participation in fire prevention, services, communications or training divisions.

An employee in this class is responsible for the command and supervision of a fire company, its first alarm territory, and the performance of special duties as may be required.

Command assignments involve responsibility for the discipline of subordinates, proper maintenance of a fire station, apparatus and equipment.

At a fire, a Fire Lieutenant is responsible for effectively deploying and efficiently utilizing his apparatus and crew in combating the fire. Control and command of the fire is transferred to the first arriving superior officer. Employees of this class also drill and instruct their subordinates. A Fire Lieutenant reports to an assigned supervisor on administrative matters and at a fire may be under the command of any officer of superior rank.

**EXAMPLES OF WORK PERFORMED**

Responds to fire alarms; determines route to be taken by fire company; directs work of Firefighters pending the arrival of a superior officer; supervises rescue operations, laying hose lines, placing ladders; directing water streams, ventilating buildings, and conducting salvage operations.

Supervises the collection, loading and return to station of all company equipment after a fire or other emergency; supervises the cleaning, maintenance and repair of equipment used at a fire; inspects equipment and insures proper loading and placement of equipment so that it is in a proper state of readiness to respond to next alarm.

Supervises the cleaning and maintenance of equipment, apparatus, and quarters at a fire station on an assigned shift; inspects personnel and maintains discipline; instructs and drills personnel in firefighting methods and techniques and related subjects; transmits orders and information.

May supervise the receipt of alarms and prompt dispatch of the proper fire apparatus to an emergency at the fire communications center.

Makes periodic inspections of the district to become familiar with the physical layout of buildings and the location and condition of fire hydrants, streets, and fire hazards.

Instructs and supervises firefighters in routine fire prevention inspections and pre-fire surveys; conducts difficult inspections, recording, reporting and explaining to property owners inspection findings and applicable ordinances and giving talks at schools and to civic groups, conducts investigations of the causes of fires.

Performs related work as required.

**KNOWLEDGE, SKILLS AND ABILITIES**

Considerable knowledge of the geography of Fort Lauderdale including location of streets, rivers, canals, railroad crossing and hydrants.

Knowledge of modern firefighting and fire prevention principles, practices and procedures.

Knowledge of modern principles and practices of personnel supervision.

Knowledge of the operation and maintenance of various types of apparatus and equipment used by the fire department and ability to supervise the effective use apparatus and equipment.

Knowledge of laws and ordinances applicable to fire hazards; and of departmental policies, rules and procedures.

Ability to analyze situations correctly and quickly and to adopt effective courses of action, with due regard to surrounding hazards and circumstances.

Ability to train and instruct firefighters in modern firefighting principles, practices and procedures.

Ability to plan, assign and supervise the work of subordinates, both under emergency conditions at the scene of a fire, and in routine work.

Ability to conduct fire prevention inspections, in a manner best designed to secure compliance with acceptable standards and to present departmental requirements effectively.

Ability to supervise and maintain effective relationships with subordinates and operate in close proximity for extended periods of time.

**REQUIREMENTS**

1. Have five (5) continuous full years of service with the classifications of Firefighter and/or Driver-Engineer with the City of Fort Lauderdale.

**OR**

Have four (4) continuous full years of service in the classifications Firefighter and/or Driver Engineer with the City of Fort Lauderdale and possess a one (1) year certificate for Fire Science.

**OR**

Have three (3) continuous full years of service in the classifications Firefighter and/or Driver Engineer with the City of Fort Lauderdale and possess an Associate's Degree in Fire Science.

2. Be or have been on an eligibility list for the class of Driver-Engineer.