

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

682-10030

**WATER EXTRACTION AND
REMEDICATION OF WATER DAMAGE AND
MOLD IMPACT SERVICES**



Rick Andrews

954-828-4357

Bid 682-10030

WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES

Bid Number 682-10030

Bid Title WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES

Bid Start Date May 20, 2008 4:18:03 PM EDT

Bid End Date Jun 12, 2008 2:00:00 PM EDT

Question & Answer End Date Jun 4, 2008 5:00:00 PM EDT

Bid Contact Rick Andrews
Procurement Specialist II
Procurement
954-828-4357
Randrews@fortlauderdale.gov

Contract Duration See Specifications

Contract Renewal Not Applicable

Prices Good for 90 days

Pre-Bid Conference May 28, 2008 9:30:00 AM EDT
Attendance is optional
Location: City of Fort Lauderdale
City Hall
100 North Andrews Ave
4th Floor Engineering Conference Room
Fort Lauderdale, FL 33301

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, for Water Extraction and Remediation of Water Damage and Mold Impact at City facilities. The City facilities in the scope of this contract will include those damaged by hurricanes. Contractor must have experience with a minimum of five (5) similar projects and provide references for those projects. Contractor must be fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this bid. Contractor and Contractor's project supervisor shall possess required skills outlined in Section 05 QUALIFICATIONS of PART III – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB. For HVAC items of work, contractor may utilize a subcontractor who possesses required certifications, licenses and skills specified in this ITB. The Bidder must include the name and qualifications of their HVAC subcontractor in the bid response.

To be considered for award all bid items on the Item Response Form must be bid.

The City may select more than one (1) Contractor to perform this work, and will issue a Water Extraction and Remediation of Water Damage and Mold Impact contract for a two-year term and make provisions for up to three one-year renewals.

A Pre-Bid Conference is scheduled at the time and date specified in this Invitation to Bid.

Item Response Form

Item 682-10030-1-01 - Supervisor Regular Time
 Quantity 140 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 140

Description
 Enter an hourly rate for Supervisor
 Monday Thru Friday
 Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-02 - Laborer Technician Regular Time
 Quantity 600 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 600

Description
 Enter an hourly rate for Laborer Technician
 Monday Thru Friday
 Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-03 - Laborer Regular Time
 Quantity 600 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 600

Description
 Enter an hourly rate for Laborer
 Monday Thru Friday
 Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-04 - Supervisor Overtime
 Quantity 140 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 140

Description
 Enter an hourly rate for Supervisor After Hours, weekends and Holidays
 Overtime

Item 682-10030-1-05 - Laborer Overtime
Quantity 600 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 600

Description
Enter a hourly rate for Laborer
After Hours, weekends and Holidays
Overtime

Item 682-10030-1-06 - Laborer Technician Overtime
Quantity 600 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 600

Description
Enter an hourly rate for Laborer Tech After Hours, weekends and Holidays Overtime

Item 682-10030-1-07 - Supervisor Microbial Containment Regular Time
Quantity 140 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 140

Description
Enter an hourly rate for Supervisor Microbial Containment
Monday Thru Friday
Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-08 - Laborer Microbial Containment Regular Time
Quantity 600 hour
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 600

Description
Enter an hourly rate for Laborer Microbial Containment
Monday Thru Friday

Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-09 - Laborer Technician Microbial Containment Regular Time
 Quantity 600 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 600

Description
 Enter an Hourly Rate for Laborer Technician Microbial Containment Monday Thru Friday
 Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-10 - Supervisor Microbial Containment Overtime
 Quantity 140 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 140

Description
 Enter an hourly rate for Supervisor Microbial Containment
 After Hours, weekends and Holidays - Overtime

Item 682-10030-1-11 - Laborer Microbial Containment Overtime
 Quantity 600 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 600

Description
 Enter an hourly rate for Laborer Microbial Containment
 After Hours, weekends and Holidays - Overtime

Item 682-10030-1-12 - Laborer Technician Microbial Containment Overtime
 Quantity 600 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 600

Description
 Enter an hourly rate for Laborer Technician Microbial Containment

After Hours, weekends and Holidays - Overtime

Item 682-10030-1-13 - Mobilization Regular Time
Quantity 12 each
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description
Enter a unit price for Mobilization one-time per service call
Regular Time (7:00 am – 5:00 pm)

Item 682-10030-1-14 - Mobilization Overtime
Quantity 10 each
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 10

Description
Enter a unit price for Mobilization one-time per service call
After Hours, weekdays

Item 682-10030-1-15 - Water Extraction
Quantity 50000 square foot
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50000

Description
Enter a square foot price for Water Extraction - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-16 - UV Fogging of Mildicide
Quantity 35000 square foot
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 35000

Description

Enter a per square foot price for UV Fogging of Mildicide- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-17 - Apply Mildicide (Water Damage)
 Quantity 50000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50000

Description

Enter a square foot price for Apply Mildicide (Water Damage) - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-18 - Water Stained Drywall
 Quantity 3500 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 3500

Description

Enter a square foot price for Water Stained Drywall Removal, Wire Brush, Sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-19 - Water Stained Drywall Soffit
 Quantity 350 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 350

Description

Enter a square foot price for Water Stained Drywall Soffit Removal, Wire Brush, Sand, HEPA vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-20 - Water Stained Drywall in Ceiling Plenum
 Quantity 3500 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 3500

Description

Enter a square price for Water Stained Drywall in Ceiling Plenum Removal, Wire Brush, Sand, HEPA Vacuum. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-21 - Carpet Restoration and Sanitizing

Quantity 12000 yard

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12000

Description

Enter a per yard price for Carpet Restoration, Sanitizing- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-22 - Carpet and Mastic Removal

Quantity 10000 yard

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10000

Description

Enter a per yard price for Carpet and Mastic Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-23 - Mastic/Adhesive Removal

Quantity 1000 yard

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1000

Description

Enter a per yard price for Mastic/Adhesive Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-24 - Carpet and Pad Removal

Quantity 10000 yard

Unit Price

Delivery Location City of Fort Lauderdale

See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10000

Description

Enter a per yard price for Carpet and Pad Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-25 - Tack Strip Removal
 Quantity 7000 foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 7000

Description

Enter a per foot price for Tack Strip Removal- Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-26 - Content Manipulation
 Quantity 50000 foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50000

Description

Enter a per foot price for Content Manipulation- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-27 - Vinyl Tile Removal
 Quantity 1000 foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1000

Description

Enter a per foot price for Vinyl Tile Removal- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-28 - Vinyl Wall Covering Removal
 Quantity 10000 foot

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 10000

Description

Enter a per foot price for Vinyl Wall Covering Removal – Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-29 - Containment Setup and Breakdown Under 1,000 S.F.

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50

Description

Enter a per unit price for Containment Setup and Breakdown Under 1,000 S.F. - Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-30 - Containment Setup and Breakdown Over 1,000 S.F.

Quantity 50 each

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50

Description

Enter a per unit price for Containment Setup and Breakdown Over 1,000 S.F. - Furnish all labor, materials, and equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-31 - HVAC System Clean and Sanitize

Quantity 1500 hour

Unit Price

Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1500

Description

Enter an hourly rate for HVAC System Clean and Sanitize the Registers, Duct Work, Coils and Blowers- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-32 - HEPA Vacuum Space/Area
 Quantity 50000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50000

Description

Enter a square foot price for HEPA Vacuum Space/Area - Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-33 - HEPA Vacuum Space/Area Contents
 Quantity 50000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 50000

Description

Enter a square foot price for HEPA Vacuum Space/Area Contents- Furnish all labor, materials, equipment and perform all related operations. Regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays

Item 682-10030-1-34 - Rental of Drying Unit (Blower)
 Quantity 1600 day
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1600

Description

Enter a daily price for rental, Drying Unit (Blower)

Item 682-10030-1-35 - Rental of Large Air Scrubber
 Quantity 1600 day
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1600

Description

Enter a daily price for rental of Large Air Scrubber

Item 682-10030-1-36 - Rental of Small Air Scrubber
Quantity 1600 day
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1600

Description
Enter a daily price for rental of Small Air Scrubber

Item 682-10030-1-37 - Rental of Large Dehumidifier
Quantity 1600 day
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1600

Description
Enter a daily price for rental of Large Dehumidifier

Item 682-10030-1-38 - Rental of Small Dehumidifier
Quantity 1600 day
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1600

Description
Enter a daily price for rental of Small Dehumidifier

Item 682-10030-1-39 - Rental of Wall Injection System
Quantity 250 day
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 250

Description
Enter a daily price for rental of Wall Injection System

Item 682-10030-1-40 - Rental of Large Negative Air Machine
Quantity 250 day

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 250

Description
 Enter a daily price for rental of Large Negative Air Machine

Item 682-10030-1-41 - Additional Materials Allowance

Quantity 1 lot

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Enter \$50,000 for Additional Materials Allowance to furnish any additional materials at actual costs that may be authorized by the City. A Material markup percentage may be added to these material costs. See Item 42.

Item 682-10030-1-42 - Additional Materials Allowance Markup (Percentage)

Quantity 1 lot

Percentage

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Enter a percentage to be added to Additional Materials Allowance Item 41 as a markup to include all direct and indirect cost associated with purchasing, delivery, storage, handling and profit of City authorized purchased additional material.

Item 682-10030-1-43 - Additional Materials Allowance Markup Cost

Quantity 1 lot

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 Enter total amount for Additional Materials Allowance Markup Costs. (Item 42 x Item 41 = Item 43)

Item 682-10030-1-44 - Permitting Allowance

Quantity 1 lot

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Enter \$12,500 for Permitting Allowance for the cost of permits and fees required by regulatory authorities to perform the work. Reimbursement will be under this item for actual costs invoiced by Contractor as a separate line item.

Item 682-10030-1-45 - Additional Professional Services Allowance

Quantity 1 lot

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Enter \$12,500 for Allowance for Additional Professional Services required above those normally required by authority having jurisdiction. If signed and sealed drawings are required for permitting, the City will provide. If shop drawings, or other required data require additional Professional Services then the City will reimburse the Contractor under this item. Reimbursement will be for actual costs incurred. Contractor shall submit hours, hourly rate and costs as a separate line item on invoice.

INVITATION TO BID (ITB) 682-10030 WATER EXTRACTION AND REMEDIATION OF WATER DAMAGE AND MOLD IMPACT SERVICES

PART I – INTRODUCTION / INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, for Water Extraction and Remediation of Water Damage and Mold Impact at City facilities. The City facilities in the scope of this contract will include those damaged by hurricanes. Contractor must have experience with a minimum of five (5) similar projects and provide references for those projects. Contractor must be fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this bid. Contractor and Contractor's project supervisor shall possess required skills outlined in Section 05 QUALIFICATIONS of PART III – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB. For HVAC items of work, contractor may utilize a subcontractor who possesses required certifications, licenses and skills specified in this ITB. The Bidder must include the name and qualifications of their HVAC subcontractor in the bid response.

Work includes furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work using the unit pricing in accordance with the terms, conditions, and specifications contained in this Bid. The work under this contract will include Emergency work and the Contractor will be required to be available for work twenty-four (24) hours a day, seven (7) days a week. Contractor will warrant and guarantee all labor and workmanship for a period of one (1) year from final acceptance from the City. Contractor will provide a warranty for all replacement parts and supplies for one (1) year.

The City may select more than one (1) Contractor to perform this work, and will issue a Water Extraction and Remediation of Water Damage and Mold Impact contract for a two-year term and make provisions for up to three one-year renewals.

The intention of this bid is to select a Contractor who is capable of performing the work required at any specific site at such times as the City determines. Work at multiple sites may or may not be performed concurrently. As such, the City also reserves the right to assign quantities and types of work to Contractor based on performance criteria, including but not limited to cooperation with the City, project facility, community representatives, and timely, satisfactory completion of work items. The City reserves the right to increase or decrease the quantity of any item listed on the Bid Price form (Item Response Form).

Contractor will be obligated to perform the work of any one, any combination, or all of the items stated on the Bid Price form (Item Response Form) with compensation based on quantities agreed upon by City and Contractor prior to commencing work. Many City of Fort Lauderdale facilities are considered secure facilities. When work is required at these facilities a standard security measure requires that all contracted employees must be appropriately screened in order to receive authorization. All contracted employees

who will access these facilities are required to submit to a background check conducted by the Fort Lauderdale Police Department at no expense to the Contractor.

A Pre-Bid Conference is scheduled at the time and date specified in this Invitation to Bid.

Bid Items provide for a unit price for each Item of work and an extended price for performing the work in the quantity provided in the Bid Price Form (Item Response Form). The Bidder shall provide an extended total price for performing all unit price items of work with the quantities listed. Unit Price must include furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work. Unit price shall include all applicable overhead and profit. The quantities are estimates and as such the total amount of work may or may not be authorized under this contract. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays unless stated otherwise in the unit price description on the Item Response Form. Compensation shall be based on actual hours and quantities of work performed.

An Allowance for estimated additional material costs is provided for additional materials required. Contractor shall provide a material markup rate for any additional material required over and above materials provided under the Unit Price Bid Items. Material markup rate is to include all direct and indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided. Provide a Total Price for additional material and markup. The estimated additional material cost allowance plus proposed markup will be used for materials not listed under the Unit Pricing Bid Items.

An Allowance for estimated Permit Fees is provided. Contractor is responsible for obtaining all permits and paying all applicable fees. Permit fees will be reimbursed at actual cost. Contractor must submit invoices showing actual costs in order to be reimbursed.

An Allowance for reimbursement of estimated Engineered Documents is provided. The Contractor is responsible for obtaining all documents that are normally required for obtaining permits. Contractor must submit invoices showing actual costs in order to be reimbursed.

To be considered for award all bid items on the Item Response Form must be bid.

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END OF SECTION

PART II – SPECIAL CONDITIONS

01. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, technical specifications, or other ITB question, utilize the question / answer feature provided by RFP Depot, found at www.rfpdepot.com. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required.

02. CONTRACT TERM

The initial term of the contract shall be for two (2) years and shall begin on the date of award and shall end two years from that date. The City reserves the right to extend the contract for three (3) additional one (1) year periods under the same terms, conditions and technical specifications / scope of services, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

03. ELIGIBILITY AND CONTRACTOR LICENCING

To be eligible for award of a contract in response to this ITB the Bidder must demonstrate that they have successfully completed the required services, are normally and routinely engaged in performing such services, are qualified to perform such services and are properly and legally licensed to perform such services as specified in the Technical Specifications / Scope of Services of this ITB. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this ITB the Bidder must possess at time of bid submittal a State of Florida license, equivalent Broward County license or other license required to legally perform the work specified herein and to obtain the necessary permit(s) for such work.

04. CONTRACT AWARD

Award of a contract will be made to the lowest responsive and responsible Contractor(s). The City may award a contract to more than one Contractor as may be in the best interest of the City.

To be considered for award all bid items on the Item Response Form must be bid.

05. LAST DATE FOR QUESTIONS

The City shall accept written questions of a material nature until the date and time shown in the ITB schedule. All questions will be reviewed and an Addendum issued, if applicable, and posted on the RFP Depot web site. Respondents should use the Question/Answer function of the RFP Depot site, available to registered vendors of RFP Depot. (REGISTRATION IS FREE). Visit www.rfpdepot.com. It is anticipated that an addendum, if needed, will be issued within 2 days of the last date for receipt of questions.

06. ELECTRONIC COPY OF ITB DOCUMENTS AVAILABILITY:

ITB DOCUMENTS ARE AVAILABLE FOR VIEWING DOWNLOAD ON-LINE VIA THE CITY E-PROCUREMENT WEB SITE SERVICE, RFPDEPOT, www.rfpdepot.com THAT MAY ALSO BE ACCESSED THROUGH THE CITY OF FORT LAUDERDALE WEB SITE <http://www.fortlauderdale.gov/purchasing/solicitations.htm>.

07. GENERAL CONDITIONS

ITB General Conditions Form G-107 are included and made a part of this ITB.

08. PRE-BID MEETING

A pre-bid meeting has been scheduled at the time and place specified in this ITB.

09. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by Bidder, its dependent professional associates and subcontractors pursuant to Bidder's submittal of a response to this ITB shall be owned by the City.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared by the City in connection with this ITB are and shall remain the property of the City whether the project for which they are made is executed or not, and are subject to reuse by the City.

10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

11. 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 approval of the City Manager.

12. ITB DOCUMENTS

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

13. BIDDERS' COSTS

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

14. INVOICES/PAYMENT

Contractor may submit invoices for completed work for approval no more often than on a monthly basis.

15. NO EXCLUSIVE CONTRACT

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.

16. 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.

17. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method that is the same or similar to that used in establishing the prices in the contract. 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.

18. INSURANCE

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

Worker's Compensation and Employer's Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

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

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person
 \$500,000 each occurrence

Property damage \$100,000 each occurrence
Combined single limit \$1,000,000 (bodily injury and property damage combined)

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

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

19. 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. A copy 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://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>.

20. TRANSACTION FEES

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

21. SUBCONTRACTING

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the ITB response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

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

any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City of Fort Lauderdale.

22. ADMINISTRATION OF CONTRACT

The Public Works Department shall supervise overall performance under the resultant contract. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor, upon notification by the City shall take such steps necessary to perform as per specifications. If at any time, in the opinion of the City, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the Director of Public Works and Procurement Director, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken. If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

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

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

23. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. If a Bidder is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract. Bidders are requested to include in their proposals a narrative describing its past accomplishments and intended actions in this area. If bidders are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. See General Conditions, Section 1.08 for MBE and WBE definitions.

24. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933

END OF SECTION

PART III – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

01. GENERAL

A.

The City is seeking a qualified Contractor capable of performing the work outlined in Section 03 SERVICES herein per the Unit Prices bid on the Bid Price form (Item Response Form) and following the specifications, procedures and protocols to complete Water Extraction and Remediation of Water Damage and Mold Impact jobs in various City facilities. To be considered for award all bid items on the Bid Price form (Item Response Form) must be bid. City facilities include those that have received damaged from hurricane events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written proposal for each job when assigned by the City. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion and shall remain firm for ninety (90) days. All job proposal, estimates and proposal preparation shall be provided at no cost to the City.

The Water Extraction and Remediation of Water Damage and Mold Impact work related to hurricane events requires very specific documentation of the existing damaged condition prior to Water Extraction and Remediation of Water Damage and Mold Impact, and specific documentation of material quantities and labor required to achieve the remediation.

The Contractor will be obligated to perform the work of any one, any combination, or all of the work items stated on the Bid Price Form (Item Response Form) with compensation based on actual quantities of work provided multiplied by the proposed unit price for each work item, labor item or rental item. The City reserves the right to increase or decrease the quantity of any item listed on the Unit Pricing form. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the City determines.

Work at multiple sites may be required to be performed concurrently. As such, the City also reserves the right to assign quantities and types of work to the contractor based on performance criteria, including but not limited to cooperation with the City, project facility, and community representatives, and timely, satisfactory completion of work items.

Many City of Fort Lauderdale facilities are considered secure facilities. When work is required at these facilities a standard security measure requires that all contracted employees must be appropriately screened in order to receive authorization. All contracted employees who will access these facilities are required to submit to a background check conducted by the Fort Lauderdale Police Department at no expense to the vendor/contractor.

02. CODES AND PERMITS

- A. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the City of Fort Lauderdale and any authority having jurisdiction.
- B. The Contractor must be familiar with all applicable Federal, State, Count, City and Local laws, Regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
- C. All construction and design documents will be produced in accordance will all national, state, and local codes and standards. The Contractor will be responsible for ensuring all installations meet applicable building ordinances and electrical codes. Contractor is to obtain all necessary construction and building permits, licenses and any other approvals that may be necessary.
- D. Permit Fees will be reimbursed at actual cost. Contractor to include Permit fee invoices with Pay request
- E. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the City that the work is acceptable to the regulatory authorities having jurisdiction.

03. SERVICES

- A. Services to be performed under this ITB are listed in the unit price description in the Item Response Form and include those services that would normally be required for Water Extraction and Remediation of Water Damage and Mold Impact to various City facilities. Unit prices shall be all-inclusive for the work and shall include all labor, materials, equipment and incidentals to perform the work. Unit prices shall include all disposal fees.
- B. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays unless stated otherwise in the unit price description on the Item Response Form.
- C. Compensation shall be based on actual hours and quantities of work performed.
- D. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.
- E. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced. Travel time will be at the at the Contractor's expense.
- F. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.
- G. If work requires engineered documents, then the City will reimburse at cost.

04. EXECUTION OF WORK

- A. Any omission of a detailed description concerning any item shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- B. City Contract Administrator or designee and Contractor will visit each site and develop a Work Scope for that site. Actual quantities and type of work will be verified and agreed upon by both parties.
- C. Using the work scope, the Contractor will provide the City a proposal to perform the work utilizing the contracted Unit Prices, labor hourly rates and material/rental equipment rates based on field visit agreed to quantities. The Contractor will also provide on the proposal a schedule for performing the work. The City Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.
- D. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays unless stated otherwise in the unit price description on the Item Response Form.
- E. Compensation shall be based on actual hours and quantities of work performed.
- F. Contractor will provide the proposal broken down into work items and quantities for each work item. City will approve partial payment for completion of a work item at a site but not for partial completion of a work item.
- G. Regular hours shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday. Work may continue past a normal eight-hour work shift, if prior City approval has been obtained. City will provide access to work site during appropriate business hours. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee.
- H. The building premises may be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.
- I. No office/space shall be rendered inoperable without the specific prior authorization of the City Contract Administrator on the day on which the Contractor desires access to the site.
- J. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day. Maintaining proper operation of facilities shall always take precedence over contract work.
- K. Contractor shall take these operational needs into account when determining the Contract price. The City will not pay for delays caused by the need to maintain proper operation of the facilities.
- L. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the City. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.

- M. If drawing were issued, Contractor shall submit installation as-built drawings to the City Contract Administrator or designee at the conclusion of work at a site.
- N. City may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified.
- O. The mobilization charge may only be charged once per service call, even if the Contractor must leave the job site and return another time to complete the job.
- P. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator. Failure to adhere to the two hour on site response time three times shall be cause to cancel the contract.
- Q. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- R. All employees of the Contractor and it's sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the City. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City.
- S. Contractor's on site supervisor, at any City facility, must be able to speak English.
- T. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the City.
- U. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the Department of Environmental Protection for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the City Contract Administrator informed.
- V. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

05. QUALIFICATIONS

- A. Contractor and Contractor's project supervisor shall possess required skills as described below. Have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):

1. CMRS Council-certified Microbial Remediation Supervisor
 2. CMC Council-certified Microbial Consultant
 3. CIE Council-certified Indoor Environmentalist
 4. CIEC Council-certified Indoor Environmental Consultant
- B. Supervisor's staff must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or posses at least on of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):
1. AIAQC CMR Council-certified Microbial Remediator
 2. AIAQC CIE Council-certified Indoor Environmentalist
 3. AIAQC CMI Council-certified Microbial Investigator
 4. IICRC AMRT Applied Microbial Remediation Technician
 5. IICRC WRT Water Damage Restoration Technician
- C. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.
- D. Supervisor Required Skills
1. Understand the basic principles of microbial remediation.
 2. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
 3. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
 - i. Follow safety regulations touching mold remediation.
 - ii. Employ safe work practices
 - iii. Use Personal Protective Equipment (PPE) appropriately.
 4. Recognize the legal and liability issues surrounding microbial remediation.
 5. Properly address water damage in the indoor environment:
 - i. Follow effective loss mitigation procedures after a water incursion.
 - ii. Follow completion procedures designed to return the property to a pre-loss condition.
 6. Conduct microbial remediation projects according to appropriate specifications:
 - i. Define the scope of work for a remediation project according to relevant guidelines.
 - ii. Maintain thorough project documentation throughout the remediation process.
 7. Perform structural remediation:
 - i. Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.

- ii. Remove and dispose of damaged building materials when appropriate.
 - iii. Employ effective cleaning methods when appropriate.
8. Perform HVAC remediation:
 - i. Apply relevant guidelines to assess the status of the HVAC system.
 - ii. Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
 - iii. Employ effective cleaning methods when appropriate.
9. Perform contents remediation:
 - i. Remove and dispose of damaged building contents when appropriate.
 - ii. Employ effective cleaning methods when appropriate.
10. Prepare for post-remediation verification:
 - i. Conduct appropriate monitoring activities to verify remediation effectiveness.
 - ii. Apply internal quality control procedures to determine when remediation has been complete.
 - iii. Complete appropriate project documentation.

E. Qualifications/Requirements for HVAC System Cleaning

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.
2. Minimum five (5) years experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
6. Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award.

06. RESPONSE TIME

- A. After receiving a call from the City, Contractor must respond by phone within thirty (30) minutes and be on site and prepared to work within two (2) hours, unless the City Contract Administrator or designee has agreed to other arrangements. The Contractor must have agreement from the City Contract Administrator or designee prior to beginning work.

- B. An immediate assessment of the problem encountered must be communicated to the City within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected completion time must be relayed to the City.
- C. Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.

07. EQUIPMENT AND MATERIALS

- A. Contractor should stock on the services truck all equipment and materials necessary to start services at the time of first response.
- B. Material to be used, such as plastic sheeting, plastic bags, filters and chemicals shall be listed separately and invoices provided.
- C. Rental of Equipment shall be listed and number of actual days of use.

08. QUALITY CONTROL

- A. The City shall provide all protocols relating to mold remediation service prior to start of work. The City Contract Administrator or designee shall provide protocols and final clearance; unless, at the City's discretion, services of a qualified third party consultant may be obtained for protocols and final clearance.
- B. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provide as specified. The Contractor's basic quality control program should be provided with the bid and must be provided within five (5) calendar days of request by City prior to award.
- C. The quality control program should include a sample log prepared by the Contractor that should show the following information:
 - 1. Response performance – this would record the time a call for service was received: the time that call was returned and the time of arrival at the site.
 - 2. The total elapsed time from receipt of call to arrive at the job site.
 - 3. The number of trips to the job site taken to complete each service.
 - 4. The number of supervisors and/or laborers required to complete each service.
 - 5. The log should also include the number of calls and the type of call to each location.
- D. The quality control program should include a written process/improvement plan to correct multiple (greater that 2) visits to one location for similar problems.
- E. The program should provide for a written quarterly report detailing observations and process improvement ideas.
- F. The Contractor will be required to attend a Pre-Project meeting after Notice to Proceed. The purpose of the meeting will be to review the contract requirements and City procedures. The actual supervisor that the Contractor plans on using shall attend.
- G. Provide competent supervision.
- H. Provide competent workers. Contractor agrees to utilize only experienced responsible personnel in the performance of work.
- I. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- J. Clean filters of operating equipment.
- K. Clean debris from roofs, gutters, downspouts, and drainage systems.

- L. Clean site; sweep paved areas, rake clean landscaped surfaces.
- M. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury.

09. CLOSEOUT PROCEDURES

- A. Prepare submittals that are required by governing or other authorities. Contractor must provide copies to the City Representative.
- B. Notify City Representative when work is considered ready for Final Acceptance.
- C. City Representative will review work and determine if work is complete and acceptable. City Representative will produce a final punch list to be submitted to the Contractor. Contractor will correct any items of work listed on that punch list determined to be deficient. City Representative will authorize by signing punch list when all deficiencies have been corrected.
- D. Once City Representative has received and accepted all guarantee certifications, performance affidavits, certifications, permit documents and any other documents required by the Contract Documents, City Representative will then prepare written Certification of Completion with attached dated punch list that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for final acceptance. See Attached Form.
- E. When Certification document is finalized and signed by all parties, contractor shall then invoice for work.

10. MINIMUM WARRANTY

- A. Contractor shall be responsible for notifying the City Project Manager of any warranties or guarantees, and the terms contained therein.
- B. All replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of issuance of Certification of Completion.
 - 1. Contractor is required to expressly warrant that all items are new and free from defects, warranted for their merchantability and meets the performance specifications of the original equipment.
- C. Commencing on the date of Final Acceptance / issuance of Certificate of Completion, the Contractor shall warrant and guarantee all labor and workmanship for a period of one (1) year

END OF SECTION

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

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

Years

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

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



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

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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

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

**City of Fort Lauderdale
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

Pakistani and East Indian.

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

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

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

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in 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 and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part

of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

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

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

BID/PROPOSAL SIGNATURE PAGE

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

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

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

Submitted by: (signature) (date)

Name (printed) Title:

Company: (Legal Registration)

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

Address:

City State: Zip

Telephone No. FAX No.

E-MAIL:

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

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

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

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

Addendum No.	Date Issued
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

Variances:

revised 3-13-08

**Question and Answers for Bid #682-10030 - WATER EXTRACTION AND REMEDIATION OF
WATER DAMAGE AND MOLD IMPACT SERVICES**

Overall Bid Questions

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.