

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

695-10225

**CONTRACTOR PRE-QUALIFICATION FOR
CONSTRUCTION OF FIRE STATIONS**



Rick Andrews

954-828-4357

Bid 695-10225

CONTRACTOR PRE-QUALIFICATION FOR CONSTRUCTION OF FIRE STATIONS

Bid Number	695-10225
Bid Title	CONTRACTOR PRE-QUALIFICATION FOR CONSTRUCTION OF FIRE STATIONS
Bid Start Date	Jan 23, 2009 9:46:48 AM EST
Bid End Date	Feb 26, 2009 2:00:00 PM EST
Question & Answer End Date	Feb 12, 2009 5:00:00 PM EST
Bid Contact	Rick Andrews Procurement Specialist II Procurement 954-828-4357 Randrews@fortlauderdale.gov
Contract Duration	See Specifications
Contract Renewal	See Specifications
Prices Good for	Not Applicable
Bid Comments	<p>The City of Fort Lauderdale, Florida (City) is seeking Contractors to pre-qualify for construction of approximately five (5) fire stations to be built throughout the City of Fort Lauderdale over a four to eight year period. The City of Fort Lauderdale reserves the right, at any time, to change the number of fire stations to be built.</p> <p>Pre-qualification is a procedure by which a Contractor may qualify to bid on City Public Works projects when the City determines a project will require Contractors to be pre-qualified. Only Contractors who have been determined by the City to be pre-qualified as provided for under this RFQ are eligible to bid on the fire stations project identified herein. A Contractor who seeks to be pre-qualified for this fire station project shall submit a completed and fully executed application, consisting of a standardized questionnaire, financial statement, and statement of experience, to the City of Fort Lauderdale, Florida in accordance with the requirements herein.</p> <p>In order to insure that the Contractor is eligible to participate in the initial bid a completed and fully executed application/questionnaire must be received no later than the due date specified in PART II - REQUEST FOR CONTRACTOR PRE-QUALIFICATION APPLICATION SCHEDULE</p> <p>All pre-qualification applications must be submitted as specified on the application pages that follow. Any attachments must be clearly identified. To be considered, the application must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the application. If publications are supplied by an applicant as part of a response to an RFQ requirement, the applicant should include a reference to the document number and page number. This will provide a quick reference for the evaluators. Applications not providing this reference will be considered to have no reference material included in the additional documents.</p> <p>Proposals may be submitted electronically through the City's electronic bidding service BidSync at www.BidSync.com or delivered by sealed hard copy marked on the outside with the RFQ number at 100 N. Andrews Avenue, Department of Procurement Services, 6th floor, Fort Lauderdale, FL 33301. When utilizing BidSync, only one submittal is required. If proposer chooses to submit by hard copy instead, then one (1) original and two (2) copies of your sets of response forms must be submitted or your proposal may</p>

be disqualified. If more than one package is submitted they should be marked 1 of 2, etc.

All applications must be received in the Procurement Services Department, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 or submitted electronically at www.BidSync.com by no later than 2:00 pm EST on the due date specified in PART II - REQUEST FOR CONTRACTOR PRE-QUALIFICATION APPLICATION SCHEDULE

A representative who is authorized to contractually bind the Contractor shall sign the BID/PROPOSAL SIGNATURE PAGE at the end of this RFQ document.

Item Response Form

Item 695-10225-1-01 - CONTRACTOR PRE-QUALIFICATION APPLICATION
Quantity 1 each
Prices are not requested for this item.
Delivery Location City of Fort Lauderdale
See RFP Specifications
See RFP Specifications
Fort Lauderdale FL 33301
Qty 1

Description
SUBMIT AN APPLICATION IN ACCORDANCE WITH PART VI - PRE-QUALIFICATION QUESTIONNAIRE OF THIS RFQ

**REQUEST FOR QUALIFICATIONS (RFQ) 695-10225
 CONTRACTOR PRE-QUALIFICATION FOR CONSTRUCTION OF FIRE STATIONS**

PART I – INTRODUCTION / INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Contractors to pre-qualify for construction of approximately five (5) fire stations to be built throughout the City of Fort Lauderdale over a four to eight year period. The City of Fort Lauderdale reserves the right, at any time, to change the number of fire stations to be built.

Pre-qualification is a procedure by which a Contractor may qualify to bid on City Public Works projects when the City determines a project will require Contractors to be pre-qualified. Only Contractors who have been determined by the City to be pre-qualified as provided for under this RFQ are eligible to bid on the fire stations project identified herein. A Contractor who seeks to be pre-qualified for this fire station project shall submit a completed and fully executed application, consisting of a standardized questionnaire, financial statement, and statement of experience, to the City of Fort Lauderdale, Florida in accordance with the requirements herein.

02. INFORMATION OR CLARIFICATION

Contact Rick Andrews, Procurement Specialist at telephone (954) 828-4357 or email: randrews@fortlauderdale.gov for information or clarification. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or pre-qualification procedures will only be transmitted by written addendum.

Questions should be submitted in writing. Please utilize the question / answer feature provided by www.bidsync.com. Questions may also be submitted via e-mail to randrews@fortlauderdale.gov Questions of a material nature must be received prior to the cut-off date specified in the RFQ Schedule.

Applicants please note: No part of your submittal can be submitted via FAX. The entire RFQ must be submitted in accordance with the Instructions contained in this RFQ.

PART II - REQUEST FOR CONTRACTOR PRE-QUALIFICATION APPLICATION SCHEDULE

Release Request for Contractor Pre-Qualification.....	1/23/09
Last Date for Receipt of Questions of a Material Nature.....	2/12/09
Addendum Release (If required).....	2/19/09
Application Receipt Due Date: (no later than 2:00 pm EST).....	2/26/09

PART III - SPECIAL CONDITIONS

01. EFFECTIVE PERIOD

The application shall remain valid and the Contractor eligible to bid on this fire station project until June 16, 2010. To remain eligible to bid on this fire station project the Contractor must update as required the information contained in the application. The Contractor must reapply to remain pre-qualified after the initial period has expired.

PART IV - POLICY AND PROCEDURES

01. RECEIPT OF APPLICATION

In order to insure that the Contractor is eligible to participate in the initial bid a completed and fully executed application/questionnaire must be received no later than the due date specified in PART II - REQUEST FOR CONTRACTOR PRE-QUALIFICATION APPLICATION SCHEDULE

All pre-qualification applications must be submitted as specified on the application pages that follow. Any attachments must be clearly identified. To be considered, the application must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the application. If publications are supplied by an applicant as part of a response to an RFQ requirement, the applicant should include a reference to the document number and page number. This will provide a quick reference for the evaluators. Applications not providing this reference will be considered to have no reference material included in the additional documents.

Proposals may be submitted electronically through the City's electronic bidding service BidSync at www.BidSync.com or delivered by sealed hard copy marked on the outside with the RFQ number at 100 N. Andrews Avenue, Department of Procurement Services, 6th floor, Fort Lauderdale, FL 33301. When utilizing BidSync, only one submittal is required. If proposer chooses to submit by hard copy instead, then one (1) original and two (2) copies of your sets of response forms must be submitted or your proposal may be disqualified. If more than one package is submitted they should be marked 1 of 2, etc.

All applications must be received in the Procurement Services Department, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 or submitted electronically at www.BidSync.com by no later than 2:00 pm EST on the due date specified in PART II - REQUEST FOR CONTRACTOR PRE-QUALIFICATION APPLICATION SCHEDULE

A representative who is authorized to contractually bind the Contractor shall sign the BID/PROPOSAL SIGNATURE PAGE at the end of this RFQ document.

02. POLICY

- A. It is in the public interest for the City to adopt procedures that will help ensure that public works projects within the City are constructed by the highest qualified Contractors at the best possible price.
- B. Accordingly, it is in the public interest for the City to implement a program for pre-qualifying Contractors seeking to make bids for designated public works projects that require highly specialized skills and/or cost in excess of two million dollars (\$2,000,000).

- C. The procedures adopted by this Policy & Standards (Policy) are intended to facilitate construction of public works projects. Nothing herein, however, is intended, or should be interpreted, to compromise the City's firm commitment in selecting the most responsive responsible bidders, through established procurement procedures, for public works projects.

03. PROCEDURES

- A. The Public Works Director in consultation with the City Engineer, as directed by the City Manager and approved by the City Commissioners, may designate public works projects or parts thereof that require highly specialized skills or cost in excess of two million dollars (\$2,000,000) to be subject to this Policy.
- B. To become eligible to bid on any stated fire station (public works) contract or part thereof, a Contractor must submit to the City a pre-qualification application consisting of a standardized questionnaire, financial statement, and statement of experience. The forms for the questionnaire, financial statement, and statement of experience are approved by the City Engineer and provided to interested Contractors as part of the pre-qualification bidding packet.
- C. All documents submitted by an applicant will be submitted under penalty of perjury pursuant to Florida law. Records of the names of applicants applying for pre-qualification status, are public records and subject to disclosure pursuant to Florida law.
- D. Upon receiving the forms submitted by the applicant the Public Works Director, or designee, will rate applicants in accordance with the rating system contained within this document, and incorporated herein ("Rating System"). As projects are designated for pre-qualification pursuant to this Policy, the City Engineer will devise the questions, process and scoring for the Completion of Recent Projects and Quality of Performance section. This information will be provided as part of the pre-qualification bidding packet. The Rating System will be applied uniformly and objectively to all prospective Contractors, which have submitted properly completed documents in accordance with this Policy.
- E. If the City pre-qualifies a Contractor to bid on a designated public works project, that Contractor is eligible to bid the contract. When the Contractor must be pre-qualified pursuant to this policy, no bid shall be accepted for the project from ineligible Contractors. Notwithstanding any of the foregoing, a Contractor's pre-qualified status will be immediately suspended if any material information contained in its pre-qualification application changes. Failure of the Contractor to give the City written notice of changes in the information previously provided within ten (10) days before a bid opening will result in the Contractor being ineligible to bid on a project.
- F. A Contractor's pre-qualification status will immediately terminate if (1) the Contractor's contracting license is suspended or terminated for any reason by the Florida State Licensing Board; (2) the Contractor is convicted of any crime of moral turpitude; (3) the City determines, after the Contractor is given the opportunity to respond, that the Contractor's application contains information that is materially false; or (4) the Contractor's control over a public works contract, whether within the City's jurisdiction or otherwise, is terminated for cause.

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.

- G. Nothing contained within this Policy, or otherwise, will require the City to rate, or consider, Contractors who have submitted documents that are materially false, substantially incomplete, or are untimely. Any Contractor who submits such documents will be deemed to have waived its right to be considered for bidding on the designated public works contracts. The City, however, reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted.
- H. Once each Contractor has been rated, the Public Works Director or designee shall give written notice to each Contractor of the pre-qualification determination for that Contractor (Notice of Determination). A Contractor who has submitted a completed application form and who receives a rating of "not qualified" may appeal that determination. There is no appeal from a finding that a Contractor is not pre-qualified because of a failure to submit required information or failure to submit required information in a timely manner.
- I. If, after considering a properly completed and timely submitted application, the Contractor is determined to be not qualified to bid on the designated public works contract, then that Contractor may appeal the decision as follows:
 - 1. By giving written Notice of Appeal to the City Engineer no later than ten days after receipt of the Notice of Determination. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision, whether by administrative process, judicial process or any other legal process or proceeding. A Notice of Appeal mailed by U.S. mail, or other similar means, will not be deemed timely unless received by the City Engineer within the time period set forth above.
 - 2. The Notice of Appeal will, at a minimum, contain the following:
 - a. The name, address and telephone number of the Contractor making the appeal;
 - b. A description of the determination which is the subject of the appeal, and the date of the Notice of Determination;
 - c. A brief description of the grounds for the appeal.
 - 3. Once a timely appeal is filed, the Public Works Director or designee will provide in writing to the Contractor the basis for the not qualified determination and any supporting evidence that has been received from others or adduced as a result of investigation (Notice of Reasons).
 - 4. Within 14 days of sending the Notice of Reason, the City Engineer shall schedule a meeting with the City Manager or designee to hear the appeal, but in no event will Public Works Director or City Engineer hear the appeal. The meeting shall be an

informal process conducted by the City Manager or designee. The Contractor will be given the opportunity at the appeal meeting to rebut any evidence used as a basis for the determination and to present evidence as to why the Contractor should be found qualified.

5. After the appeal meeting is completed the City Manager or designee may affirm the not qualified determination or reverse the determination and instruct the Public Works Director to give the Contractor a different rating. This appeal decision will be in writing containing a summary of the facts that led to the decision.
 6. The decision of the City Manager or designee shall be final. A Contractor receiving a not qualified determination may reapply for qualification if the Contractor's conditions change.
 7. The appeal process provided herein will allow an aggrieved Contractor to dispute their not qualified rating prior to the closing time for receipt of bids on the designated public works project.
- J. The Public Works director in his sole discretion at any time during the pre-qualification process, even after receiving and scoring applications, may cancel the pre-qualification process. If the pre-qualification process is cancelled as provided herein, and the City wishes to proceed with the designated public works project, then the normal competitive bidding rules will apply. The City assumes no liability for the cost a prospective Contractor may have incurred by submitting an application for pre-qualification, and the submittal of a pre-qualification application is a waiver to claim any such cost or losses due to cancellation of the process.

PART V – GENERAL SCOPE OF WORK FOR PRE-QUALIFICATIONS

GENERAL INFORMATION:

The City of Fort Lauderdale voters have approved a bond-funded program for new Fire Stations to be built within the City. The program value is in the order of \$40,000,000.00.

The Fire-Rescue Bond Program was to construct ten (10) new fire-rescue facilities throughout the City, replacing the existing obsolete structures. Two (2) of these Fire Stations, FS #47 and FS #53, have already been constructed, one (#29) is under construction, two (#49 and #3) are out to bid and the City is proceeding with the next five (5) Stations.

The time frame for construction is anticipated to be between 4 and 8 years. The current budget is \$255.00 per square foot of construction costs. The program requirements and square footage are listed below but are subject to change. The current Fire-Rescue Bond schedule anticipates the following order of the remaining fire station construction:

- # 46: 11,000 Square Feet, 1 story, 3 apparatus bays, 10 Fire Fighters;
- # 13: 12,000 Square Feet, 2 story, 2 apparatus bays, 10 Fire Fighters;
- # 54: 10,000 Square Feet, 2 story, 2 apparatus bays, 7 Fire Fighters;
- # 35: 12,000 Square Feet, 2 story, 3 apparatus bays, 10 Fire Fighters;
- # 8: 10,000 Square Feet, 2 story, 2 apparatus bays, 7 Fire Fighters

Types of construction:

1. Steel/concrete columns on footings
2. Steel/pre-cast concrete beams and joists.
3. CMU walls with applied stucco
4. Metal wall panels
5. Modified Bitumen roof membrane on lightweight concrete
6. Barrel Tile Roofing
7. Roll-up metal doors
8. Heavy duty Concrete/Asphalt drives for heavy equipment
9. Impact resistant doors and windows
10. Fully sprinklered buildings
11. Alarm, communication and security systems
12. Emergency Generator
13. Landscaping
14. Elevators
15. Underground Utilities
16. Commercial Grade Kitchens

ESSENTIAL REQUIREMENTS FOR PRE-QUALIFICATION

1. Contractor possesses a valid and current Florida Contractor's license for the project or projects for which it intends to submit a bid.
2. Contractor has liability insurance with a combined single policy limit per occurrence of \$2,000,000 for both Comprehensive and Broad Form General Liability.
3. Contractor has current workers' compensation insurance policy as required by the State of Florida or is legally self-insured pursuant to the State of Florida.
4. Contractor shall be bondable for a minimum of four million dollars.
5. Contractor has attached the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

Contractor has attached a notarized statement from an admitted surety insurer authorized to issue bonds in the State of Florida, which states: (a) that Contractor's current bonding capacity is sufficient for the project for which Contractor is seeking pre-qualification, if Contractor is seeking pre-qualification for a single project; or (b) Contractor's current available bonding capacity.

NOTE: Notarized statement should be from the surety company, not an agent or broker.

PART VI - PRE-QUALIFICATION QUESTIONNAIRE

Completed questionnaire must be submitted as specified within this document. Any attachments must be clearly identified. To be considered, the applicant must respond to all parts of this Questionnaire in accordance with requirements of RFQ.

City of Fort Lauderdale

Contractor's Pre-Qualification Questionnaire For Construction of Fire Stations

CONTACT INFORMATION

Firm Name: _____
(as it appears on license)

Check One: Corporation
 Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:
Owner(s) of Company: _____

If firm is a Corporation:
State of Incorporation: _____ Date of Incorporation: _____ FID # _____

If out of state Corporation that is currently authorized to do business in the State of Florida, provide date of such authorization _____

Responsible Managing Employee (RME) (per definition) _____

Responsible Managing Officer (RMO) (per definition) _____

Definition

RME: Employee of Contractor who will be in a management or superintendent role on the project.

RMO: Any officer of the company working in the local office overseeing the project.

Contractor's License Number(s):

If applicable, list up to a combined total of three State, County, or other Public Agencies in which your Organization is qualified to perform work by mean of pre-qualification:

DATE	AGENCY NAME	TRADE APPROVED	AMOUNT APPROVED	EXP.
2.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

PART VI SECTION I - PRE-QUALIFICATION QUESTIONS - Business History and Organizational Performance (16 questions).

1. Is your organization licensed to do business in Florida as a Contractor under your present business name and license number?

Yes No

If yes, how many years? _____

List officers and responsible managing employees. _____

2. Is your firm, owners, partners or any principal of the company currently the debtor in a bankruptcy case?

Yes No

3. Was your firm, owners, partners or any principal of the company in bankruptcy any time during the last five years?

Yes No

4. Has any contracting license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

If yes, list number and amounts above \$50,000 and below \$50,000 on a separate sheet

6. In the last five years has your firm, or any firm with which any of your company's owners, Officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and whom are listed as owner, partner or officer of your firm in response to Page 1 on this form.

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another Contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-Contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?

Yes No

If yes, how many? _____

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

Yes No

If yes, how many? _____

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

If yes, how many? _____

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If yes, how many? _____

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If yes, how many? _____

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If yes, how many? _____

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If yes, how many? _____

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes **No**

If yes, how many? _____

PART VI SECTION II - PRE-QUALIFICATION QUESTIONS - Compliance with Applicable Laws (11 questions)

1. Has the State of Florida cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?
 Yes No
 If yes, attach a separate signed page describing each penalty.

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

2. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
 Yes No
 If yes, attach a separate signed page describing each citation.

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

3. Has the EPA, or a State of Florida Agency /Department cited and assessed penalties against either your firm or the owner of a project on which your firm was the Contractor, in the past five years?
 Yes No
 If yes, attach a separate signed page describing each citation.

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. List your firm's Experience Modification Rate (EMR) workers' compensation insurance for each of the past three premium years: _____
 Current year: _____ Previous year: _____ Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?
 Yes No
 If yes, attach separate signed page describing time period without worker's compensation insurance.

7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the prevailing wage laws?

Yes No

If yes, list occurrences

NOTE: This question refers *only* to your own firm's violation of prevailing wage laws. It does not pertain to violations of the prevailing wage laws by a subcontractor.

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes NO

If yes, list occurrences

9. Provide the **name, address, and telephone number** of all the apprenticeship program sponsor(s) (approved by the State of Florida) that will provide apprentices to your company for use on any public work project for which you are awarded a contract.

10. If your firm operates its own State-approved apprenticeship program:

- a. Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- b. State the year in which each such apprenticeship program was approved, and attach evidence of the most recent approval(s) of your apprenticeship program(s).
- c. State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

11. At any time during the last five years, has your firm been found to violate any provision of Florida apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No.

If yes, provide the date(s) of such findings, and attach copies of the final decision(s).

PART VI SECTION III - PROJECT EXPERIENCE (Project 1) – Questions concerning recent construction projects completed:

Contractor shall provide information about its three (3) most recently completed projects. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____
Location: _____
Owner: _____

Owner Contact (name and current phone number):

Architect, Engineer, or Consultant:

Architect, Engineer, or Consultant Contact (name and current phone number):

Construction Manager (name and current phone number):

Total Value of Construction: _____

Total Value of Change Orders: _____

Original Construction Contract Duration: _____

Original Contract Completion Date: _____

Actual Date of Completion: _____

Scope of Work Performed:

Provide a description of the work performed including the following work items. Include equipment manufacturers and suppliers, sub-Contractors, special construction methods, etc.

Percentage of contract completed by contractor's own forces (not subbed out) _____%

Percentage of contract completed by DBE, WBE or MBE? _____%

Is this project a Fire Station or Public Safety facility? ___ Yes ___ No

If yes, please state what makes this facility a Public Safety facility:

What is the useable floor space of project in square feet? _____

What was the Quantity of reinforced masonry block on Project? _____ Square Feet

How many floors/stories is in the project? _____ stories

Did the project include a commercial grade kitchen? ____ Yes ____ No

Commercial Grade Kitchen: Restaurant grade gas range, specialty cooking equipment (fryers, broilers, salamanders, warmers, etc.), large commercial hood system with make-up air, commercial microwave, refrigeration unit(s) or walk-in cooler, specialty cases, commercial grade dishwasher (or full dishwashing station), three compartment sink with grease trap, hand sink, stainless steel racks, cases and counters, specialty floor surfacing and floor drains.

NOTE: When responding to a question, if more space is required than provided on the questionnaire, a separate sheet shall be used to finish the response. If necessary, Contractor has attached a separate sheet noting the question number and question as stated and their response.

PART VI SECTION III - PROJECT EXPERIENCE (Project 2) – Questions concerning recent construction projects completed

Contractor shall provide information about its three (3) most recently completed projects. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____
Location: _____
Owner: _____
Owner Contact (name and current phone number):

Architect, Engineer, or Consultant:

Architect, Engineer, or Consultant Contact (name and current phone number):

Construction Manager (name and current phone number):

Total Value of Construction: _____

Total Value of Change Orders: _____

Original Construction Contract Duration: _____

Original Contract Completion Date: _____

Actual Date of Completion: _____

Scope of Work Performed:

Provide a description of the work performed including the following work items. Include equipment manufacturers and suppliers, sub-Contractors, special construction methods, etc.

Percentage of contract completed by contractor's own forces (not subbed out) _____%

Percentage of contract completed by DBE, WBE or MBE? _____%

Is this project a Fire Station or Public Safety facility? ___Yes ___No

If yes, please state what makes this facility a Public Safety facility _____

What is the useable floor space of project in square feet? _____

What was the Quantity of reinforced masonry block on Project? _____ Square Feet

How many floors/stories is in the project? _____ stories

Did the project include a commercial grade kitchen? ___Yes ___No

Commercial Grade Kitchen: Restaurant grade gas range, specialty cooking equipment (fryers, broilers, salamanders, warmers, etc.), large commercial hood system with make-up air, commercial microwave, refrigeration unit(s) or walk-in cooler, specialty cases, commercial grade dishwasher (or full dishwashing station), three compartment sink with grease trap, hand sink, stainless steel racks, cases and counters, specialty floor surfacing and floor drains.

NOTE: When responding to a question, if more space is required than provided on the questionnaire, a separate sheet shall be used to finish the response. If necessary, Contractor has attached a separate sheet noting the question number and question as stated and their response.

PART VI SECTION III- PROJECT EXPERIENCE (Project 3) – Questions concerning recent construction projects completed:

Contractor shall provide information about its three (3) most recently completed projects. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____
Location: _____
Owner: _____
Owner Contact (name and current phone number): _____

Architect, Engineer, or Consultant:

Architect, Engineer, or Consultant Contact (name and current phone number):

Construction Manager (name and current phone number):

Total Value of Construction:

Total Value of Change Orders:

Original Construction Contract Duration:

Original Contract Completion Date:

Actual Date of Completion:

Scope of Work Performed:

Provide a description of the work performed including the following work items. Include equipment manufacturers and suppliers, sub-Contractors, special construction methods, etc.

Percentage of contract completed by contractor's own forces (not subbed out) _____%

Percentage of contract completed by DBE, WBE or MBE? _____%

Is this project a Fire Station or Public Safety facility? ___Yes ___No

If yes, please state what makes this facility a Public Safety facility _____

What is the useable floor space of project in square feet? _____

What was the Quantity of reinforced masonry block on Project? _____ Square Feet

How many floors/stories is in the project? _____ stories

Did the project include a commercial grade kitchen? ___Yes ___No

Commercial Grade Kitchen: Restaurant grade gas range, specialty cooking equipment (fryers, broilers, salamanders, warmers, etc.), large commercial hood system with make-up air, commercial microwave, refrigeration unit(s) or walk-in cooler, specialty cases, commercial grade dishwasher (or full dishwashing station), three compartment sink with grease trap, hand sink, stainless steel racks, cases and counters, specialty floor surfacing and floor drains.

NOTE: When responding to a question, if more space is required than provided on the questionnaire, a separate sheet shall be used to finish the response. If necessary, Contractor has attached a separate sheet noting the question number and question as stated and their response.

PART VII - RATING SYSTEM

**EXHIBIT "A"
RATING SYSTEM**

This Rating System will be used for evaluating the qualifications of Contractors submitting applications to become pre-qualified to bid on designated public works projects.

To become eligible to bid on a public works project, a Contractor must have a passing grade on each of the three categories set forth in the questionnaire.

Table 1: Qualification Ratings

Category	Total Possible Score	Passing Score
Section I: Business History and Organizational Performance	76	57
Section II: Compliance with Applicable Laws	53	38
Section III: Completion of Recent Projects and Quality of Performance	105	45

The City will score an applicant's response in accordance with Table 2, below and in accordance with the specified rating for Section III. The City will add the total number of points each applicant receives for each category. The sum will be compared to the passing scores in Table 1 to determine whether an applicant is eligible to bid on a Public Works Project. Failure to receive a passing score in any category will result in an applicant being not qualified.

Table 2: Score Sheet

Category	Question No.	Scoring of Section I – Business History & Organizational Performance	Points
Part VI Section I	1.	Number of years licensed to do business in the state of Florida:	
		No: 0 Yes, less than 3 yrs.: 2 Yes, 4 yrs.: 3 Yes, 5 yrs.: 4 Yes: 6 yrs. or more: 5	
	2.	Firm, owner/s, partner/s or principal of company the debtor in a bankruptcy case:	
		Yes: 0 No: 3	
	3.	Firm, owner/s, partner/s or principal of company been the debtor in a bankruptcy case in the last five years:	
		Yes: 0 No: 3	
	4.	Contracting license been suspended in the last five years:	

Part VI Section I continued		Yes: 0 No: 5	
	5.	Payment of liquidated damages in the last five years:	
		None with LDs more than \$50k: 5 One with LDs more than \$50k: 4 Two with LDs more than \$50k: 3 Otherwise: 0	
	6.	Disbarred, disqualified, removed, prevented from bidding or completing a project in the last five years:	
		Yes: 0 No: 5	
	7.	Denied the award of a contract in the last five years:	
		Yes: 0 No: 5	
	8.	A claim against the firm filed in court or arbitration in the past five years:	
		If Contractor's revenue less than \$50 million for last 3 years: No: 5 One incident: 5 Two incidents: 3 More than two: 0 If Contractor's revenue more than \$50 million for last 3 years: No: 5 One to three incidents: 5 Four to five incidents: 3 More than 5 incidents: 0	
	9.	Your firm filed a claim against a project in court or arbitration in the past five years:	
		If Contractor's revenue less than \$50 million for last 3 years: No: 5 One incident: 4 Two incidents" 3 More than two: 0 If Contractor's revenue more than \$50 million for last 3 years: No: 5 One to three incidents: 4 Four to five incidents: 3 More than 5 incidents: 0	
	10.	Your surety company made any payments on your behalf in the past five years:	
		No: 5 One incident: 0 Two or more incidents: (-5)	
	11.	Has your insurance carrier refused to renew the policy in the last five years:	
		No: 5 One incident: 4 Two or more incidents: 3 More than two: 0	

Part VI Section I continued	12.	Have you been found liable in a civil suit, guilty of a crime or made a false claim on an entity in the last five years:	
		Yes: (-5) No: 5	
	13.	Been convicted of the Federal, state or local laws related to construction:	
		Yes: (-5) No: 5	
	14.	Been convicted of the Federal or state crime involving fraud, theft or other act of dishonesty:	
		Yes: (-5) No: 5	
	15.	Been required to pay more than one percent (1%) for a performance bond during the last three years:	
		If rate is less than 1%: 5 If rate is not more than 1.1%: 3 Other: 0	
	16.	Has the firm been denied bond credit by a surety company or a period of time when no bond was in place in the last five years:	
		Yes: 0 No: 5	

Category	Question No.	Scoring of Section II – Compliance with Applicable Laws	Points
Part VI Section II	1.	State of Florida cited and assessed penalties in the last five years:	
		If Contractor’s revenue less than \$50 million for last 3 years: No: 5 One incident: 4 Two incidents: 3 More than two:0 If Contractor’s revenue more than \$50 million for last 3 years: No: 5 One to three incidents: 4 Four to five incidents: 3 More than 5 incidents: 0	
	2.	Has OSHA cited and assessed penalties in the last five years:	
		If Contractor’s revenue less than \$50 million for last 3 years: No: 5 One incident: 4 Two incident: 3 More than two: 0 If Contractor’s revenue more than \$50 million for last 3 years: No: 5 One to three incidents: 4 Four to five incidents: 3 More than 5 incidents: 0	
	3.	Has the EPA cited and assessed penalties in the last five years:	
		If Contractor’s revenue less than \$50 million for last 3 years: No: 5 One incidents: 4 Two incidents: 3 More than two: 0 If Contractor’s revenue more than \$50 million for last 3 years: No: 5 One to three incidents: 4 Four to five incidents: 3 More than five incidents: 0	
	4.	How often do you require safety meetings on a project:	
		If one or more times a week: 3 Otherwise: 0	
	5.	List firm’s Experience Modification Rate (EMR) for worker’s compensation insurance for the last three years:	
		Avg. EMR of < .95:5 Avg. EMR of .95> up to 1.00:3 Otherwise: 0	
	6.	Has there been a period where the firm was without worker’s compensation insurance in the last five years:	
		No: 5 One incident: 3 Other: 0	

Part VI Section II continued	7.	Has there been more than one occasion in the last five years where the firm was required to pay back wages or penalties for failing to comply with prevailing wage laws:	
		<p>If Contractor's revenue less than \$50 million for last 3 years: No: 5 One to two incidents: 4 Three incidents: 3 More than two: 0</p> <p>If Contractor's revenue more than \$50 million for last 3 years: No: 5 One to four incidents: 4 Five to six incidents: 3 More than six incidents: 0</p>	
	8.	Has the firm been penalized or required to pay back wages for failure to with federal Davis-Bacon prevailing wage requirements:	
		<p>If Contractor's revenue less than \$50 million for last 3 years: No: 5 One or two incidents: 4 Three incidents: 3 More than three: 0</p> <p>If Contractor's revenue more than \$50 million for last 3 years: No: 5 One to four incidents: 4 Five or six incidents: 3 More than 6 incidents: 0</p>	
	9.	Provide information for all state approved apprenticeship program/s that will provide individuals to your company:	
		One or more approved apprenticeship program: 5 None: 0	
	10.	If your firm operated an apprenticeship program, identify craft/s, year program was approved & number of individuals employed after completion of the program in the last three years:	
		If one or more persons complete: 5 If no person: 0	
	11.	Has the firm violated any Florida apprenticeship laws or regulations in the last five years:	
		<p>If Contractor's revenue less than \$50 million for last 3 years: No: 5 One to two incidents: 4 Three incidents: 3 More than two:0</p> <p>If Contractor's revenue more than \$50 million for last 3 years: No: 5 One to four incidents: 4 Five to six incidents: 3 More than six incidents: 0</p>	

PART VI, SECTION III. SCORING FOR PROJECT EXPERIENCE

Category	Question No.	Scoring of Section III – Recent Construction Projects Completed	Project 1	Project 2	Project 3
Part VI	1.	Location of Project:			
		Outside Florida: 1			
		Within Florida: 2			
Part VI	2.	Public Agency or Private Project:			
		Private Project: 1			
		Public Agency Project: 2			
Part VI	3.	Project Cost:			
		0 - \$1 Million: 1			
		\$1 Million to \$2 Million: 2			
		More than \$2 Million: 3			
Part VI	4.	Construction Duration:			
		Completed After Original Completion Date: 1			
		Completed Prior to Original Completion Date: 3			
Part VI	5.	DBE Goal Achieved on Project:			
		0 – 8%: 1			
		8 – 11%: 3			
		Over 12%: 5			
Part VI	6.	Fire Station and/or Public Safety Facility:			
		No: 0			
		Yes: 3			
Part VI	7.	Size of Facility:			
		0 to 5,000 Square Feet: 1			
		5,001 to 8,000: 3			
		Over 8,000: 5			
Part VI	8.	Quantity of Reinforced Masonry Block:			
		0 – 10,000 Square Feet: 1			
		10 – 15, 000: 3			
		Over 15, 000: 5			
Part VI	9.	Number of Stories:			
		1 Story: 1			
		More than 1 story: 3			
Part VI	10.	Project include a commercial grade kitchen:			
		N: 0			
		Y: 2			
Part VI	11.	Percentage of work completed by own forces:			
		0%: 0			
		Less than 10%: 1			
		More than 10%: 2			
		TOTALS:			

SCORING SUMMARY

Category	Total Possible Score	Passing Score	Actual Score
Section I: Business History and Organizational Performance	76	57	
Section II: Compliance with Applicable Laws	53	38	
Section III: Recent Project Experience (35 X 3)	105	45	

To become eligible to bid on a public works project as stipulated in this RFQ, a Contractor must have a passing grade on each of the three categories set forth in the questionnaire.

**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. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) 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 BidSync 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 BidSync. 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 or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

PART III BIDDING AND AWARD PROCEDURES:

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

- property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 85-8013875578C-1.
- 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; 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:
- Bidders 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, Miami-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 stated 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 Commission or the City Manager or City Manager's designee, depending on original award approval.
- 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.

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. 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 BidSync, 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):

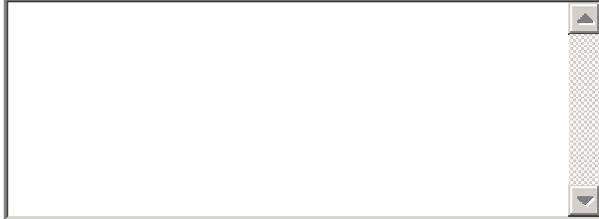
Does your firm qualify for MBE or WBE status (section 1.08): MBE cbb WBE cbb

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"/>

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 11-12-08

Question and Answers for Bid #695-10225 - CONTRACTOR PRE-QUALIFICATION FOR CONSTRUCTION OF FIRE STATIONS

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.