

CONTRACT  
COPY

## **Solicitation 114-10626**

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### **Police Ballistic Packages**



**CITY OF FORT LAUDERDALE**

## **City of Fort Lauderdale**

## Bid 114-10626 Police Ballistic Packages

Bid Number **114-10626**  
Bid Title **Police Ballistic Packages**  
  
Bid Start Date **Nov 19, 2010 2:19:03 PM EST**  
Bid End Date **Jan 18, 2011 2:00:00 PM EST**  
Question & Answer End Date **Dec 17, 2010 2:00:00 PM EST**

Bid Contact **Michael F Walker**  
**Procurement & Contracts Manager**  
**Procurement**  
**954-828-5677**  
**mwalker@fortlauderdale.gov**

Pre-Bid Conference **Nov 30, 2010 9:00:00 AM EST**  
**Attendance is mandatory**  
**Location: Fort Lauderdale Police Department**  
**1300 W. Broward Blvd.**  
**Fort Lauderdale, FL 33312**

**Proposers must attend one of the two Mandatory Pre-Proposal Meetings Scheduled, either November 30, 2010 or December 1, 2010. If you do not attend one of the two mandatory Pre-proposal meetings your firm will be deemed non-responsive.**

Pre-Bid Conference **Dec 1, 2010 9:00:00 AM EST**  
**Attendance is mandatory**  
**Location: Fort Lauderdale Police Department**  
**1300 W. Broward Blvd.**  
**Fort Lauderdale, FL 33312**

**Proposers must attend one of the two Mandatory Pre-Proposal Meetings Scheduled, either November 30, 2010 or December 1, 2010. If you do not attend one of the two mandatory Pre-proposal meetings your firm will be deemed non-responsive.**

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**Changes made on Nov 22, 2010 10:44:12 AM EST**

New Documents **RFP 10626 Addendum No. 1 Dated 112210.doc**

**Changes were made to the following items:**  
Police Ballistic Packages

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**Changes made on Nov 22, 2010 12:34:51 PM EST**

New Documents **RFP 10626 Addendum No. 2 Dated 112210.doc**

**Changes were made to the following items:**

Police Ballistic Packages**Changes made on Nov 23, 2010 1:36:27 PM EST**New Documents **RFP 10626 Addendum No. 3 Dated 112310.doc****Changes were made to the following items:**Police Ballistic Packages**Changes made on Dec 28, 2010 1:59:57 PM EST**New Documents **RFP 10626 Addendum No. 4 Dated 122810.doc**Previous End Date **Jan 17, 2011 2:00:00 PM EST** New End Date **Jan 18, 2011 2:00:00 PM EST****Changes were made to the following items:**Police Ballistic Packages**Description**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Police Ballistic Packages for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Contractors wishing to bid must agree to provide sample ballistic packages for City staff to participate in a wear test, meeting the Fort Lauderdale Police Department specifications. Each contractor shall be required to provide two (2) sets of ballistic packages consisting of one male and one female ballistic package, at no cost to the City. Officers must be measured at Contractors expense at the designated pre-proposal/fitting meetings, stated in this RFP. If the contractor does not show up for one of the two pre-proposal/fitting meetings, they shall not be able to participate in submitting a response to this RFP. The sample ballistic packages must be provided no later than proposal due date opening. The wear test of the sample ballistic packages provided by Contractors shall be evaluated over a period of approximately two weeks. The garments must meet the minimum requirements as indicated in this RFP.

These garments shall be submitted by the proposal due date. Contractors that do not include provide garments by the proposal due date shall be rejected and determined non-responsive. Proposals and sample ballistic packages are to be shipped/delivered prior to date/time stated in Part II - RFP Schedule to:

City of Fort Lauderdale  
Attn: Michael Walker  
100 N. Andrews Avenue  
Suite 619  
Fort Lauderdale, FL 33301

Please state on your package the RFP# 114-10626 Police Ballistic Packages.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Michael Walker at (954) 828-5677 or email at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov). Such contact shall be for clarification purposes only.

Added on Nov 22, 2010:

Please see attached Addendum No. 1 dated November 22, 2010 for clarifications.

Added on Nov 22, 2010:

Please see attached Addendum No. 2 dated 11/22/10 which states that the First Pre-Proposal Conference is on 11/30/10 at 9:00AM EDT not 11/29/10 at 9:00AM EDT.

Added on Nov 23, 2010:

Please see attached Addendum No. 3 dated November 23, 2010, which makes changes to the Areal density weight of

the Level II and Upgraded Level IIIA panel vests.

Added on Dec 28, 2010:

Please see attached Addendum No. 4 dated December 28, 2010, which changes the Due Date to Tuesday, January 18, 2011, prior to 2:00pm EST. This change is being made as Monday, January 17, 2011 is Martin Luther King's birthday and the City is closed for the holiday.

**Changes made on Nov 22, 2010 10:44:12 AM EST**

**Changes made on Nov 22, 2010 12:34:51 PM EST**

**Changes made on Nov 23, 2010 1:36:27 PM EST**

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**Changes made on Dec 28, 2010 1:59:57 PM EST**

**RFP# 114-10626****TITLE: Police Ballistic Packages****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Police Ballistic Packages for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Contractors wishing to bid must agree to provide sample ballistic packages for City staff to participate in a wear test, meeting the Fort Lauderdale Police Department specifications. Each contractor shall be required to provide two (2) sets of ballistic packages consisting of one male and one female ballistic package, at no cost to the City. Officers must be measured at Contractors expense at the designated pre-proposal/fitting meetings, stated in this RFP. If the contractor does not show up for one of the two pre-proposal/fitting meetings, they shall not be able to participate in submitting a response to this RFP. The sample ballistic packages must be provided no later than proposal due date opening. The wear test of the sample ballistic packages provided by Contractors shall be evaluated over a period of approximately two weeks. The garments must meet the minimum requirements as indicated in this RFP.

**These garments shall be submitted by the proposal due date. Contractors that do not include provide garments by the proposal due date shall be rejected and determined non-responsive. Proposals and sample ballistic packages are to be shipped/delivered prior to date/time stated in Part II – RFP Schedule to:**

**City of Fort Lauderdale  
Attn: Michael Walker  
100 N. Andrews Avenue  
Suite 619  
Fort Lauderdale, FL 33301**

**Please state on your package the RFP# 114-10626 Police Ballistic Packages.**

The purpose of this document is to provide minimum specifications and parameters for the Police ballistic packages that meet the needs and desires of the City. It establishes essential criteria for the design, performance, and appearance of the garments. The object is to provide ballistic packages that are in accordance with all applicable and nationally recognized standard guidelines and requirements of the City of Fort Lauderdale.

City Staff has selected features that staff feels are beneficial for their needs. These features have been compiled into the specifications that make up this RFP. We have referenced quality levels, safety items, etc. that we desire, but they are not intended to be of a proprietary nature. Staff has made attempts to be careful not to include items that were of a proprietary nature in this document. Contractors may provide additional options, above the City's minimum requirements of stated Police ballistic packages that may be considered in the final award. These additional optional costs will not be considered in the overall scoring of the cost criteria. It is our hope that we have prepared a competitive specification that is as impartial as possible, without compromising necessary and desired features and attributes for which the Police Department has expressed a strong need to do their job safely and efficiently.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Michael Walker at (954) 828-5677 or email at [mwalker@fortlauderdale.gov](mailto:mwalker@fortlauderdale.gov) . Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com) . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. 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 Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. **MANDATORY PRE-PROPOSAL MEETING / ONSITE FITTING OF TEST SUBJECTS FOR SAMPLE SUBMISSIONS** – A pre-proposal/fitting meeting will be held on the date and time specified in this RFP. It is the sole responsibility of the proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. One purpose of this pre-bid meeting/fitting is to address any questions interested proposers may have regarding the specifications. **THIS IS ALSO ONE OF TWO ALLOTTED TIMES FOR PROPOSERS TO PROPERLY FIT THE TWO POLICE OFFICERS THAT WILL PERFORM WEAR TESTING OF THE EQUIPMENT FOR PROPOSAL SAMPLE SUBMISSIONS.** The other allotted time for fittings will be the day after the first pre-proposal/fitting meeting. This will allow Contractors two opportunities to measure the two Police Officers, for Contractors that could not make the first pre-proposal/fitting meeting. **No other date and time will be allotted for fitting except these two days / times.**

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 proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials and labor required.

**BY NOT ATTENDING ONE OF THE TWO MEETINGS ONSITE FITTING MEETINGS, CONTRACTORS IF THEY SUBMIT A PROPOSAL SHALL BE DEEMED NON-RESPONSIVE.**

05. MINIMUM QUALIFICATIONS / COMPLIANCE REQUIREMENTS

The proposed ballistic packages shall meet the following criteria and requirements in order to be considered. If the proposers garments do not meet these minimum requirements their proposal will be deemed non-responsive and shall not be considered for evaluations:

- A) The sample ballistic packages and future awarded ballistic packages being provided to the City, shall meet current NIJ06 standard Level II ballistic packages which shall include the following minimum specification requirements:

(NOTE: If your proposed ballistic package does not currently meet the NIJ06 standards, but may in the future, it shall not be considered for award. Your ballistic package must meet NIJ06 standards at time of bid opening.

1. Front and Rear Ballistic Panels
2. Soft Trauma Plate
3. One (1) concealable vest carrier
4. One (1) Tactical outer Carrier with the following specifications:
  - 4"x4" MOLLE System with Velcro closure
    - Cordura material
    - Drag handle
    - Velcro with Buckle Closures to the side
    - Belly Band System
    - Pockets for Front and Rear Tactical Plates
    - "POLICE" on Rear in removable Velcro patch 2.5" block letters, white or yellow
    - Front Velcro panel 3"x10" with room for name tape with ½" block letters, Badge patch and "POLICE" in block letters on removable Velcro patch.
    - Contractor shall provide name tape
    - Contractor shall provide Police Velcro Patch, white or yellow
    - Shall have Velcro adjustments at shoulders
    - Right and Left Radio mike attachments
    - Carrier shall be black in color
    - Areal density weight of the ballistic panels shall be no greater than 0.90, for the Level II vests.
5. Contractor shall meet the guaranteed 45-day delivery requirement After Receipt of Order (ARO) by the Police Department, as requested in this RFP.
6. Contractor shall provide to the City, guarantee fixed pricing, for the initial contract period (two-years).

## 06. ELIGIBILITY

06.1 To be eligible to respond to this Request for Proposal the proposing firm shall demonstrate that they have successfully completed orders similar to those specified in the Scope of Services section of this RFP. **AUTHORIZED DISTRIBUTOR: The proposer must be the manufacturer or an authorized distributor of the manufacturer and should supply proof of this fact as part of their proposal. A current written authorization from the manufacturer may be submitted as proof of the above.**

06.2 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to provide the products and services required.

## 07. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages. If the Contractor does provide additional optional products/costs, contractor may submit a separate price sheet for these items only.

07.1 All prices quoted shall include delivery/handling charges, and be quoted F.O.B. Destination.

- 07.2 Firm Price: The City of Fort Lauderdale will not accept any proposals that do not guarantee a firm two-year price.
- 07.3 Pricing provided in the submission shall be guaranteed for two years following the conclusion of field-testing and subsequent awarding of a contract.
- 07.4 Contractor shall meet the guaranteed 45-day delivery requirement After Receipt of Order (ARO) by the Police Department, as requested in this RFP. Failure to meet this delivery requirement shall deem the contractor as non-responsive.
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08. RFP DOCUMENTS  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.
09. AWARD  
Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the highest ranked responsive and responsible proposer(s), for that product/service that will best serve the needs of the City of Fort Lauderdale. The City may award to one or more than one proposer, as deemed in the best interest of the City.
- The City reserves the right to award to that proposer(s) who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.
10. PRICE VALIDITY  
Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.
11. INTERPRETATION OF BIDDING DOCUMENTS  
Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.
12. CONFLICT OF INTEREST  
All possible Company / City Employee conflict of interest must be disclosed.

**PART II - RFP SCHEDULE**

Release RFP	11/19/10
<hr/> First Pre Proposal Conference / Onsite Fitting of Police Officers that will do field-wear testing. Location: City of Fort Lauderdale Police Department 1300 W. Broward Blvd. Fort Lauderdale, Florida 33312 Time: 9:00 AM EDT	11/29/10
Second Pre-Proposal Conference/ Onsite Fitting of Police Officers that will do field-wear testing. Location: City of Fort Lauderdale Police Department 1300 W. Broward Blvd. Fort Lauderdale, Florida 33312 Time: 9:00 AM EDT	12/01/10
Last Date for Receipt of Questions of a Material Nature	12/17/10
PROPOSAL DUE (Prior to 2:00 PM)	01/17/11

**As the second fitting date for the ballistic packages is on December 1, 2010, the two ballistic package samples and proposal submittals are to be provided to the City no later than 2:00pm, January 17, 2011. (December 1, 2010 thru January 17, 2011 provides proposers 45 days for ballistic package sample submission.) Any contractor that does not meet this deadline shall be deemed non-responsive.**

**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
- 
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**  
06.1 The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.  
  
06.2 The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.  
  
06.3 The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the evaluation process.
07. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, 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 in effect when this extension clause is invoked by the City.

## 08. COST ADJUSTMENTS

The cost for service as proposed shall remain firm for the first two years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPU-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest Index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

## 09. WEAR TEST REQUIREMENTS

Contractors wishing to submit a proposal for consideration must agree to participate in a wear test of their garments to determine if the product can perform in accordance with the requirements of the contract, and to the City's satisfaction.

### 09.1 Wear Testing

Two members of the Fort Lauderdale Police Department will be chosen to wear and evaluate tactical Vests from the manufacturers that meet the requirements of the specifications.

Wear-testing will be conducted for approximately two weeks (14 days) with every attempt being made to ensure each manufacturer is given an equal amount of wear time by the evaluator.

Each contractor shall be required to provide two ballistic packages (one male and one female), for Police officers chosen to evaluate the gear, at no cost to the City. If contractors would like to have the two sample ballistic packages returned after the wear testing is completed, the contractor must make arrangements for collection of these ballistic packages, at their expense.

The ballistic packages will be evaluated on overall comfort of the garments; Do the ballistic packages fully cover all areas of the body when a variety of skills are undertaken (crawling, bending over, crouching, and simulating other job related activities); Durability of the ballistic packages during field testing; Ease of donning and doffing of the ballistic packages; Perceived breathe ability of the ballistic packages during simulated skills.

At the conclusion of the wear test of the ballistic packages, the Committee will review the results of the wear tests as well as all other evaluation criteria, and attempt to determine the contractor(s) to be chosen for contract award.

ANY SAMPLES SUBMITTED SHALL CREATE AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS AND SERVICES TO BE PROVIDED DURING THE CONTRACT TERM SHALL CONFORM TO THE SAME STANDARD AS THE SAMPLE(S) SUBMITTED AND EVALUATED.

10. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

~~Liaison with Contractor.~~

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

11. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

12. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City, in accordance to Florida Statute, Florida Prompt payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

13. RELATED EXPENSES/TRAVEL EXPENSES

All costs are to be included in your proposal, including any options items proposed above the

City's minimum requirements for the NIJ06 standard ballistic packages. The City will not accept any additional costs for but not limited too, sample ballistic packages for wear test, freight costs for returning of sample ballistic packages, any travel to/from the City of sizing of ballistic packages, if required by the proposer.

14. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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.

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

15. **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.

16. **INSURANCE**

The Contractor shall furnish proof of Workers' 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 Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' 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, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://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.

### **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

WAIVER OF SUBROGATION - All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

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 General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

### **17. SUBCONTRACTORS**

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 bid 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 and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all 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's approval or disapproval, and indemnify and hold harmless the City and the City'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 Contractor's subcontractors for payment for work performed for the City.

18. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

19. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

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22. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 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/clerk/LobbyistDocs/lobbyistord1009.pdf> .

23. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](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.

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### Purpose and Scope

This specification is intended to define the minimum requirements for ballistic packages for police officers. In the absence of comment on particular points industry standard practice should be presumed to prevail. Workmanship and material are to be first quality throughout. Any exceptions to specifications must be clearly spelled out at time of proposal. In the absence of comment on a specific point, proposer will be required to furnish a totally compliant ballistic package. Taking a blanket exception shall not be acceptable.

All materials and construction shall meet NIJ06 Standards.

Proposers shall provide all necessary labor, supplies, equipment and materials to provide ballistic packages that meet or exceed the minimum design and materials general specification criteria provided herein.

Should there be a conflict between the design criteria, performance requirements, materials, or construction methods in these specifications and the NIJ06 Standard, the more stringent requirements shall apply.

### PRIMARY CONCERNS

FAULTY WORKMANSHIP: Any latent defects in garments caused by faulty workmanship will be corrected or replaced without charge to the City. This shall include shipping and handling to and from the manufacturer or repair facility.

FAULTY MATERIALS: Proposer by virtue of submitting a proposal, warrants and guarantees that all materials and fabrics are first quality goods of current manufacture with no seconds or rejects being used and agrees to replace any garments wearing unsatisfactorily due to latent defects in the cloth or faulty materials used for trimmings, pocketing, lining, etc. at no additional charge to the City.

ORDER POLICY: Orders will be placed as required. New or replacement personnel will be outfitted as required. Needs consolidation will be attempted whenever possible, however it will be the Contractor's responsibility to review anticipated needs and plan accordingly to maintain an effective supply to the City.

MERCHANTABILITY: The awarded proposer hereby acknowledges and agrees that all materials supplied in construction of the personal protective equipment proposed by the proposer in conjunction with this solicitation shall be new and warranted for their merchantability, and fit for the purpose intended. In the event any of the materials supplied to the City by the successful proposer are found to be defective or do not conform to the specifications: (1) they may be returned to the contractor at the contractors expense, and the contract may be cancelled for cause, or (2) The City may require the contractor to replace the materials at the contractors expense.

AUTHORIZED DISTRIBUTOR: The proposer must be the manufacturer or an authorized distributor of the manufacturer and should supply proof of this fact as part of their proposal. A current written authorization from the manufacturer may be submitted as proof of the above.

**Sizing Of Members**

The awarded proposer shall be responsible for providing all necessary labor and materials to accurately measure and fit police officers, including current police officers and new hires, for all vests purchased under this solicitation. Sizing of members shall be conducted at a Fort Lauderdale Police Department site as determined by Police staff. A representative of the manufacturer who will be solely responsible for relaying the sizing results to the manufacturing facility will conduct sizing of members. Measurements taken on site will be provided in writing to a Fort Lauderdale Police representative to use as a reference when the finished set of gear is received. Any discrepancies in sizes from original measurements will be the responsibility of the contractor and corrections shall be made to the exact original sizes at the cost of the contractor. This includes shipping and handling to the City facility to correct the ballistic packages and/or manufacture a ballistic package in case alterations exceed those recommended by the manufacturer.

**Ballistic Package Delivery**

Upon completion of sizing for ballistic packages, the contractor shall provide receipt of sizes electronically to a designated representative of Fort Lauderdale Police Department. The contractor shall have 45 days to deliver the ballistic packages, after Receipt of Order (ARO) to Fort Lauderdale Police Department. Violations of this delivery schedule may be cause for immediate termination of the contract.

**Patented Or Proprietary Options**

This specification is intended to allow for open and competitive opportunities for a wide range of manufacturers. Manufacturers that offer patented or proprietary additional options are encouraged to include these options in their proposal. However, these options must be specified as such when responding to the RFP and should list costs for each options for consideration. Fort Lauderdale Police Department maintains the exclusive right to include or exclude any and all options upon award of the contract to the successful proposer. The costs for these additional options shall not be considered in scoring for the total cost, in the evaluation process.

**PART V – PROPOSAL EVALUATION CRITERIA**

The award of the contract will be based on certain objective and subjective considerations listed below:

Quality and features of product offered; compliance with specifications; Delivery schedule; Warranties; certifications of garments; other required documentation, other required documents as listed including, but not limited too, experience, qualifications (including certifications, registrations, etc.) performances of the proposing firm; References. **35%**

Field Wear Test results of ballistic packages

Overall comfort of the ballistic packages; Do the ballistic packages fully cover all areas of the body when a variety of skills are undertaken (crawling, bending over, crouching, and simulating other job related activities); Durability of the ballistic package during field testing; Ease of donning and doffing of the ballistic packages; How well did the ballistic packages perform in providing protection during live fire simulation; Perceived breathe ability of the ballistic package when working either in the live fire simulation or during simulated skills. **35%**

Cost to the City

**30%**

TOTAL PERCENT AVAILABLE:

**100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

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

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

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$2^{\text{nd}}$  lowest cost minus lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points minus Z = points assigned to  $2^{\text{nd}}$  lowest vendor and so on.

## PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

### **PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY, PLUS (7) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS 8 COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, 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.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

**PRICING PAGE**

ITEM	EST. QTY FOR TWO-YRS	DESCRIPTION	UNIT PRICE	TOTAL PRICE (UNIT PRICE X EST. QTY)
1.	<b>370/ FOR 2-YRS</b>	<p>NIJ06 Standard Level II Ballistic Vest package which includes the following minimum specification requirements:</p> <p>Year 1 Est. is 150</p> <p>Year 2 Est. is 220</p> <p>1. Front and Rear Ballistic Panels 2. Soft Trauma Plate 3. One (1) concealable vest carrier 4. One (1) Tactical outer Carrier with the following specifications:</p> <p>A) 4"x4" MOLLE System with Velcro closure B) Cordura material C) Drag handle D) Velcro with Buckle Closures to the side E) Belly Band System F) Pockets for Front and Rear Tactical Plates G) "POLICE" on Rear in removable Velcro patch H) 2.5" block letters, white or yellow I) Front Velcro panel 3"x10" with room for name Tape, with ½" block letters, Badge patch and "POLICE" in block letters on removable Velcro patch. J) Contractor shall provide name tape K) Contractor shall provide Police Velcro Patch, white or yellow L) Shall have Velcro adjustments at shoulders M) Right and Left Radio mike attachments N) Carrier shall be black in color O) Areal density weight of these ballistic panels shall be no greater than 0.90.</p> <p>Manufacturer _____</p> <p>Model/Style: _____</p>	\$ _____	\$ _____

		<p>OPTIONAL ITEMS: Please provide additional optional items costs that exceed the minimum requirements of the NIJ06 Standard Level II Ballistic Package as stated above. These items may/may not be awarded and are not included in cost calculation for evaluation scoring. Contractor may provide these additional optional items and costs on an additional pricing page, included in their proposal.</p>		
		<p>NOTE: Contractors should also provide below (Item 2), the upgrade cost from a NIJ06 Standard Level II to NIJ06 Standard Level III Ballistic Package.</p>		
2.	<p>30/ FOR 2-YRS</p> <p>YR 1 Est. is 10</p> <p>YR 2 Est. is 20</p>	<p>NIJ06 Standard Level IIIA Ballistic Vest package upgrade (from Level II)</p> <p>* Areal density weight of these ballistic panels shall be no greater than 1.15.</p> <p>Manufacturer _____</p> <p>Model/Style: _____</p>	\$ _____	\$ _____
		TOTAL (ITEMS 1 AND 2)	\$ _____	\$ _____

**PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- A. Letter of Interest / Cover Letter** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Followed by your signed **PROPOSAL SIGNATURE PAGE** and non-collusion statement.
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- B. Professional Licenses and Certificates; Insurance** – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc. Company must be licensed and/or registered in the State of Florida in all required disciplines.
- C. Company Profile** – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm.
- D. Quality & Features of products offered**
- D1. Indicate the make and model number as well as any other identifying requirements, of the garments you are offering. The Proposal must include specific discussion of how offered products meet or do not meet the technical product specifications included in this RFP. Any variances from the product requirement specified will be evaluated by the Department to determine whether the differences would represent acceptable or unacceptable reduction in protective performance or comfort. Where patented products are referenced, the burden for documenting that alternative items being proposed offer equivalent performance rests solely on the alternative proposer. The City will be the sole determinant of whether an alternative proposal qualifies as an "equal" product. Any variances from product specified not discussed in detail in the RFP response could be grounds for product return or contract termination. The request for a pre-contract product sample does not reduce or diminish the responsibility of the proposer to detail such variances, nor does it reduce or diminish the potential penalties for not detailing in written form any such variances.
- D2. Proposal must include details of how manufacturer will assist in both sizing and fitting members with any new product.
- D3. Submit Manufacturer Product Specifications and Care Instruction for all items proposed. Sheets detailing specifications of materials and workmanship of proposed personal protective equipment for structural fire fighting under this solicitation, and any other pertinent technical data documenting compliance or equivalence with quality, features, functions and performance should be provided. Include garment specifications, sizing and production details, User Cautions, Cleaning Instructions, doffing and donning instructions, maintenance criteria, repairs/customer changes, safety considerations, storage conditions, decontamination considerations, retirement considerations, etc.

**F. References** - Include in the proposal a list of four entities (references), which you have provided similar products in the last three years. List to include:

1. Customer
2. Contact Name
3. Phone Number
4. E-mail address
5. Estimated Date of Last Order
6. Estimated Date of Last Delivery

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**G. Certification and Warranty**

G1. - The manufacturer of the protective clothing being proposed must certify that the garments being offered meet or exceed all requirements of NIJ06 standards. Submit this documentation on the Manufacturers letterhead. The proposer must be the manufacturer or an authorized distributor of the manufacturer and should supply proof of this fact as part of their proposal. A current written authorization from the manufacturer may be submitted as proof of the above.

G2. - Include a written statement of warranty terms and conditions. Proposer should detail all warranties that will be provided with their offering at no additional charge. If supplier has extended warranties available, they are to be detailed. Submit copies of Warranties. Higher consideration for award points may be given to vendors with the best warranties.

Warranties should include, but not be limited to the following:

1. A warranty covering defects in workmanship and materials (including or hook and loop)

**H. Delivery Schedule** - Proposers should indicate their delivery schedule. This delivery should be indicated as number of calendar days After Receipt of Order (ARO). Proposers offering the quickest, realistic delivery schedule will receive the higher points in this category.

**I. Qualifications / Experience - Provide** a detailed technical narrative demonstrating your firm's knowledge and experience. Include number of years experience your firm has had in producing similar protective clothing, Staff knowledge, Information on facilities, production capabilities.

**J. Cost / Proposal Pages**

**K. Sample Garments for Field Wear Testing**

In addition to the written requirements listed above, proposers are required to submit two (2) sets (one male and one female) tactical vest to the City for field wear testing purposes.

ANY SAMPLE SUBMITTED SHALL CREATE AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS AND SERVICES TO BE PROVIDED DURING THE CONTRACT TERM SHALL CONFORM TO THE SAME STANDARD AS THE SAMPLE (S) SUBMITTED AND EVALUATED.

**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 EIN is 59-6000319, 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 or cashiers check. 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, 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.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**
- THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 for General Liability Insurance, 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 may, 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 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](http://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. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

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/> ).**

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

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

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

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

**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.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

\_\_\_\_\_  
\_\_\_\_\_



City of Fort Lauderdale • Procurement Services Department  
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301  
954-828-5933 FAX 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP 114-10626  
POLICE TACTICAL PACKAGES

**ISSUED: November 22, 2010**

Below are specific questions/clarifications asked in BidSync, along with the City's response to those questions/clarifications.

### Question 1

Can we have the manufacture's rep do the measurements? For example if Point Blank submits a sample for the wear test it would be on behalf of all of their distributors. They would not submit samples for each distributor.

ANSWER: A manufacturer can submit samples to represent all of their bidding distributors. However, all proposers (contractors) submitting bids must be present at one of the two required pre-bid/fitting meetings, as stated in the RFP. If a Manufacturer fails to submit samples as stated in the RFP, on behalf of their distributors, then all distributors that submitted a response to this RFP will be deemed non-responsive. This does not preclude a distributor from submitting samples and being considered for award.

The City's requirements are to:

1. Have measurements taken at the scheduled pre-bid/fitting meetings;
2. Have (2) two samples submitted as per specifications in the RFP, prior to bid opening;
3. PART IV – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, Authorized Distributor paragraph has been replaced to state the following:

"The proposer (contractor) must be the manufacturer or an authorized distributor of the manufacturer and SHALL supply proof of this fact as part of their proposal. A current written authorization from the manufacturer may be submitted as proof of the above."

All other terms, conditions, and specifications remain unchanged.

**This Addendum No. 1 should be submitted with your RFP Response.**

Michael Walker, CPPB  
Procurement and Contracts Manager

Company  
Name: \_\_\_\_\_  
(Please print)

Proposer's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

**ADDENDUM NO. 2**

RFP 114-10626  
POLICE TACTICAL PACKAGES

**ISSUED: November 22, 2010**

Below are specific questions/clarifications asked in BidSync, along with the City's response to those questions/clarifications.

Under Part II – RFP Schedule states the First Pre-Proposal Conference / On Site Testing date as 11/29/10 at 9:00AM EDT. This is incorrect and should state 11/30/10 at 9:00AM EDT. On Page 2 of the Bid under Pre Bid Conference it is stated correctly as 11/30/10 at 9:00AM EDT.

All other terms, conditions, and specifications remain unchanged.

**This Addendum No. 2 should be submitted with your RFP Response.**

Michael Walker, CPPB  
Procurement and Contracts Manager

Company  
Name: \_\_\_\_\_  
(Please print)

Proposer's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

### ADDENDUM NO. 3

RFP 114-10626  
POLICE TACTICAL PACKAGES

**ISSUED: November 23, 2010**

Below are specification changes made to the Level II packages and Level IIIA upgrade packages.

Currently stated in this Request for Proposal under PART I – INTRODUCTION/INFORMATION, Item 05. A) 4. (PAGE 6), and also under PART VII – PROPOSAL PAGES – COST PROPOSAL, Item 1, Letter O (Page 21), it states: “Areal density weight of the ballistic panels shall be no greater than 0.90, for the Level II vests”.

**This has been changed to now read: “Areal density weight of the ballistic panels shall be no greater than 0.99, for the Level II vests”.**

Currently stated in this Request for Proposal under PART VII – PROPOSAL PAGES – COST PROPOSAL, Item 2 (PAGE 22) for the NIJO6 Standard Level IIIA Ballistic Vest package upgrade (from Level II), it states: “Areal density weight of these ballistic panels shall be no greater than 1.15”.

**This has been changed to now read: “Areal density weight of these ballistic panels shall be no greater than 1.30” for the Level IIIA vests”.**

All other terms, conditions, and specifications remain unchanged.

**This Addendum No. 3 should be submitted with your RFP Response.**

Michael Walker, CPPB  
Procurement and Contracts Manager

Company  
Name: \_\_\_\_\_  
(Please print)

Proposer's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## ADDENDUM NO. 4

RFP 114-10626  
POLICE TACTICAL PACKAGES

**ISSUED: December 28, 2010**

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The Proposal Due Date in RFP 114-10626 under PART II – RFP Schedule, states that the Request For Proposal shall open (due date), on January 17, 2011, prior to 2:00pm EST. This has been changed to read that the Request For Proposal (due date) shall open on Tuesday, January 18, 2011, prior to 2:00pm EST. This change is being made as the City is closed on Monday, January 17, 2011 for Martin Luther King's birthday.

All other terms, conditions, and specifications remain unchanged.

**This Addendum No. 4 should be submitted with your RFP Response.**

Michael Walker, CPPB  
Procurement and Contracts Manager

Company  
Name: \_\_\_\_\_  
(Please print)

Proposer's  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Question and Answers for Bid #114-10626 - Police Ballistic Packages****OVERALL BID QUESTIONS****Question 1**

Can we have the manufacturer's rep do the measurements? For example if Point Blank submits a sample for the wear test it would be on behalf of all of their distributors. They would not submit samples for each distributor. (Submitted: Nov 19, 2010 3:32:27 PM EST)

**Answer**

- Please see attached Addendum No.1 Dated November 22, 2010 for clarification. (Answered: Nov 22, 2010 10:41:57 AM EST)

**Question 2**

I RSVP'd for our sales rep online, but I am concerned that my name will appear on your list versus his since I did so with my BidSync Registration. Will this be a problem? (Submitted: Nov 19, 2010 5:48:58 PM EST)

**Answer**

- I am not clear on what your asking. Please call me at 954-828-5677 Michael Walker. (Answered: Nov 22, 2010 10:41:57 AM EST)

**Question 3**

Page 2 of the RFP states the First Pre-Bid Conference/ Fitting as 11/30/10 at 9:00AM, but page 8 Part II - RFP Schedule states the First Pre-Bid Conference / fitting as 11/29/10 at 9:00am, which is correct? (Submitted: Nov 22, 2010 12:29:57 PM EST)

**Answer**

- Please see Addendum No. 2 dated 11/22/10, which clarifies that the First Pre-Bid Proposal Conference/ Fitting should be 11/30/10 at 9:00AM EDT, not 11/29/10 at 9:00AM EDT, as stated in PART II - RFP SCHEDULE. (Answered: Nov 22, 2010 12:32:03 PM EST)

**Question 4**

The bid states that a male and female vest must be given. We manufacture a gender neutral vest as over the years we have found that the female officers prefer this over the contoured vest. Would submitting just one vest being "gender neutral" be sufficient for this bid? (Submitted: Nov 22, 2010 1:12:43 PM EST)

**Answer**

- As there will be two police officers wearing the vests as part of the field wear testing, the City has stated per the RFP, that they require two samples of the vests (male and female or gender neutral). (Answered: Nov 22, 2010 3:06:58 PM EST)

**Question 5**

In preparing the "tactical outer carrier sample" I need clarification on the design specs. Our proposed tactical carrier has full molle front and back but not sure what they mean by a velcro closure in reference to the molle system. My second question is what do they mean by "name tape" is this simply a one inch by 3 inch hook and loop name placard on the front of the carrier for the officer fist initial and last name? I also need more specifics on the "velcro with buckle closures on the side" feature. I understand the buckle closure but not sure how they want this configured to incorporate velcro as well. Thanks (Submitted: Dec 3, 2010 9:47:28 AM EST)

**Answer**

- Full Molle front and rear is fine. We want the vest closure to be via Velcro. Where the vest closes with Velcro must be additionally secured by a minimum of one plastic buckle. This would make it difficult for a suspect to pull open the officers vest if in close combat. Your description of the name tape is correct. (Answered: Dec 3, 2010 1:10:48 PM EST)

**Question 6**

What color should the concealable carrier be? White, Navy, or Black? (Submitted: Dec 6, 2010 8:50:54 AM EST)

**Answer**

- Either Navy or Black is fine - NOT WHITE. (Answered: Dec 6, 2010 8:58:46 AM EST)

**Question 7**

Is the department currently wearing a tactical outer carrier that has the same specifications in this bid and if so is there a picture that can be posted of this? (Submitted: Dec 6, 2010 2:55:28 PM EST)

**Answer**

- The City at this time does not purchase Tactical outer carriers for the officers. They are purchased directly from the distributor by the individual officers and therefore we do not have a photo to post. (Answered: Dec 7, 2010 9:43:14 AM EST)

**Question 8**

Is the department accepting armor which is not homogenous throughout the construction of the vest? Will you accept armor which has built up areas? (Submitted: Dec 8, 2010 10:37:02 AM EST)

**Answer**

- The City does not know about the engineering of the vest. All we can advise is it must meet the NIJ 06 standard, Level II, and the specifications stated in the RFP. (Answered: Dec 8, 2010 3:54:00 PM EST)

**Question 9**

Is the department specifically looking for armor which is certified the complete range of template sizes for NIJ - 0101.06 standard?(C1 - C5)If armor is not certified the complete range then the manufacturer will not be able to go below certain size ranges to fit officers leaving some without a proper fitting vest. If the armor is not certified C1 then C2 armor cannot be altered below the C2 template size. (Submitted: Dec 9, 2010 5:36:15 PM EST)

**Answer**

- We will not restrict vendors submissions based on a specific C1 - C5 sizing availability. We will evaluate vendors range of sizes available and score them accordingly. (Answered: Dec 14, 2010 2:14:27 PM EST)

