



## BROWARD GOVERNMENTAL COOPERATIVE PURCHASING GROUP

(BROWARD CO-OP)

CONTRACT  
COPY

### TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposals represents a cooperative procurement for the Broward Governmental Cooperative Purchasing Group.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Broward County. The Co-Op was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

### Broward Cooperative Purchasing Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations, and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Broward Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Broward Co-Op members may participate in their contract for new usage, during the contract term, or on any contract extension term, if approved by the lead agency. New Co-Op members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**BROWARD CO - OP "WORKING TOGETHER TO REDUCE COSTS"**



CITY OF  
**FORT LAUDERDALE**

*Venice of America*

**REQUEST FOR PROPOSALS**

**RFP NO. 582-7936**

**RENTAL OF PAGERS, EQUIPMENT, SOFTWARE AND PAGING SERVICES -  
3 YEAR CONTRACT  
BROWARD GOVERNMENTAL COOPERATIVE PURCHASING GROUP**

**Issued by the Administrative Services Department - Purchasing Division  
City of Fort Lauderdale, Florida  
Procurement Specialist II, Linda Wilson, C.P.M., CPPB**

**February, 1998**

**RFPcoverform**

**100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301**



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EQUIPMENT/SOFTWARE AND PAGING SERVICES-3 YEAR CONTRACT

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**DRAFT SPECIFICATIONS**

**SECTION I - INTRODUCTION/INFORMATION**

**SPECIAL CONDITIONS:**

**1. PURPOSE:** The City of Fort Lauderdale, Florida is actively soliciting proposals from qualified vendors to provide the City with rental radio pagers (beepers) and radio paging services, in accordance with the Request for Proposal (RFP) specifications.

**1.1 BACKGROUND:** The Broward Governmental Cooperative Purchasing Group was formed in June, 1991 and issued its first Broward Co-Op Invitation for Bid for Rental of Pagers and Paging Services. The contract has been in effect for almost 6 years, providing satisfactory service and equipment to approximately twenty-nine (29) government agencies. The current volume of all participants is estimated to be 7,660 pagers, an estimated 1,500 which are alpha pagers. The Broward Co-Op has expanded its membership to include other governmental agencies from Dade and Palm Beach Counties. A copy of the current Co-Op Member List is attached to this RFP as ATTACHMENT #1.

It is anticipated that the volume of any new contract will exceed the current quantities, and that technology changes in the industry will result in both equipment upgrades of what is presently in use, and in enhanced services.

**2. ELIGIBILITY:** Proposers to be considered for award of any resulting contract, must provide proof of current and active operation providing required contracted services, as detailed within the text of this RFP. Proposers shall provide the City with credentials supporting their experience, expertise and ability to provide the contract services, service/frequency area maps, a listing of current and past clients, other government clients, the number of units/per client, and the number of years in business. This information should clearly detail the Proposer's ability AND capacity to continue to provide the Broward Co-Op members with not less than the existing level of service, without interruption, as well as provide enhanced technology and services during the contract term and any extension terms.

Proposals will be considered only from Vendors who are in compliance with the City's requirement for the payment of the Telecommunications Public Service Tax.

**3. CONTRACT TERM:** The initial term for this contract shall be for a period of three (3) years from date of award. However, the City reserves the right to extend the contract for one (1), two (2) or three (3) year terms providing all terms, conditions and specifications remain the same, and such extension is approved by City.

The anticipated start date of the Contract is: 5/1/98

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4. ADDITIONAL INFORMATION: For information concerning the RFP procedure, contact the Procurement Specialist, Linda Wilson, at (305) 761-5140. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

4.1. Last Date for Receipt of Questions: The last date for receipt of all questions of a material nature is as shown in the RFP schedule, Section II. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

It will be the sole responsibility of the proposer to be completely familiar with the terms, conditions and requirements of the RFP prior to submitting a proposal. 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 himself with the nature and extent of the work, and the equipment, materials, labor and management required to provide the services in accordance with the RFP.

5. INSURANCE REQUIREMENTS: If the Contractor is required to go onto City property to perform work or services as a result of this RFP award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required or specified in EXHIBIT "A", attached to the RFP. The Contractor shall provide to the Purchasing Division original certificates of such coverage prior to engaging in any activities under this contract. No work or services can begin until the certificate(s) is submitted and approved by the City's Risk Manager.

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**SECTION II - RFP SCHEDULE**

Release RFP	2/18/98
Last Date for Receipt of Questions of a Material Nature	3/04/98, 5:00PM
Addendum Release (If required)	03/06/98
PROPOSAL DUE (Prior to 2:00 PM)	03/24/98
Evaluation Committee Review and Short Listing of Proposals(if necessary)	week of 3/24/98
Site Visits and Demonstrations of short listed Proposer systems; IF REQUIRED	week of 3/30/98
Final Ranking & Recommendation of Top Ranked Proposer	4/02/98
City Commission Award of Contract (Anticipated)	4/21/98
ANTICIPATED CONTRACT START DATE	05/4/98

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**SECTION III - SCOPE OF SERVICES**

**1. SCOPE OF SERVICES:** Proposer shall provide pager requirements in accordance with the RFP specifications. Contractor shall be responsible to provide all equipment, customer service personnel, and supplies necessary to fulfill the requirements of the Request For Proposal (RFP).

The equipment and services shall include, but not necessarily be limited to: rental and service of all paging equipment including alpha-mate keyboards (if applicable), paging communication facilities, pager recharger (if applicable), paging computer software, 24 hr. customer service personnel, all pager telephone numbers, pager user identification security, 24 hour-7 day paging services, free battery replacements, 24 hour-7 day emergency pager replacement service, all equipment repair/replacement parts (such as belt clips, etc.), and have multiple service center locations throughout the southeast Florida area.

All pager numbers assigned by the Contractor shall be toll free for access from anywhere within the minimum coverage area: Key West to Vero Beach and West to Interstate 27 (I-27). Contractor shall additionally be able to provide for toll free access numbers for paging services requirements outside the minimum coverage area.

Any additional charges, including those associated with any customer charge for 800 number access from public telephones must be specifically outlined in your proposal.

The monthly rental price/per unit quoted by the Proposer, exclusive of any applicable taxes, shall be all inclusive as detailed in the RFP specifications.

**6.1. EQUIPMENT SPECIFICATIONS:** Each proposer shall provide a complete listing of all paging equipment currently available, and descriptive literature for each model proposed. Proposers shall provide individual pricing for each pager unit proposed, complete with the cost of all optional additional services for each unit. As new technology becomes available, the successful contractor shall make this technology available to the Broward Co-Op members, using the same formula for pricing on the paging equipment and options proposed in this RFP response. Discontinued units shall be upgraded to currently available replacement equipment at the same prices as the obsolete equipment.

**I. TYPES OF PAGERS:**

**A. Basic Pager Unit:** Digital display paging unit with audible tone alert, and vibrating function (silent alert) as standard features; with vertical or horizontal message number display. Motorola, or City approved equal. Proposers shall indicate the minimum and maximum number of characters/numbers displayed, the model number(s) of equipment proposed.

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**Standard Features:**

1. Message Memory and Storage: Proposer indicate maximum message capacity; pagers to have duplicate message detection to prevent a stored message from being repeated in the memory. Memory should also operate with alert tone in "off" position.
2. Message Protection; message lock; selective delete of messages.
3. Message Source Indicator
4. Low Battery Indicator
5. Automatic Reset
6. Lighted Display
7. Operates with standard battery (i.e. AA size)
8. Programmable "cap code" number

B): Alpha Pager: alpha-numeric display unit with word wrapping feature; standard 4 line message; desired minimum 240 character length. Motorola Advisor, Elite, Gold, Gold FLX, or City approved equal. Specific models and specifications shall be included for each unit offered. Proposer shall include, as part of the cost of these units, the necessary transmission software or equipment required for message dispatch which will permit the City to generate direct alpha-numeric transmissions without Contractor intervention relay (i.e. micro-computer, modem, etc.). Software or keypads shall be provided to all user department/divisions within each agency at no charge.

Alpha Optional Units: Proposer(s) should include paging equipment which can guarantee message transmission and receipt, or will re-transmit until message is confirmed received. 2 or 4 line display, word wrapping. Includes PC software for message transmission, at no charge.

C) Desirable Additional Services/Optional features, if applicable, for all types of units proposed:

1. Group Call
2. Priority Group Call
3. Mini-Mail
4. Page-mail
5. Additional line display
6. Additional Number display
7. Regional coverage: SE Central & NE/SE Region, etc.
8. Statewide coverage
9. Nationwide coverage (\*) To include toll free message retrieval from 800 number, or toll free access.
10. "News" and other special service features

Proposer shall detail all available services, and the individual costs/per type of paging unit for each service.

11. Rechargeable battery/battery charger

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Proposer shall also include specifics on the software peripherals to allow direct PC computer dispatch, to be provided by Proposer at "no charge". Firm, fixed pricing for individual services/per unit shall be provided as a part of your RFP response.

D. Voice Pager; Motorola, or City approved equal  
Include any and all optional services and respective pricing for this paging unit.

E. Additional types of pager equipment which may become available during the Contract period, shall be made available to the Broward Co-Op at the same pricing formula used for this RFP response. All proposals for upgrades, etc., including optional services shall be included in any proposal provided to the City. Proposer is requested to provide a price list, and feature specifications of optional pager units and services. Prices quoted for these units and services shall be firm for any requirements during the initial contract period, and in accordance with all other terms and conditions of the RFP. The City reserves the right to add, or delete pager equipment during the Contract period, if it should be in its best interest to do so. These may include paging units which are capable of out-of-town and out-of-state use. (Example: "nationwide" pager.)

II. STANDARD FEATURES OF CONTRACT SERVICES:

1. Minimum Area Coverage: Vero Beach to Key West with minimum west boundary coverage to U.S. 27.
2. Unlimited calls with no overcall charges
3. Batteries provided at no charge
4. No additional charge for loss insurance protection.
5. NO insurance deductibles
6. No deposits required on rented equipment
7. Minimum rental term: one (1) month
8. Loaner and replacement units available at no additional charge. The number of loaner units shall be based on the size of the account, as agreed to between the Contractor and the respective Broward Co-Op member.
9. Automatic replacement of equipment with upgrades, as technology changes and obsolete equipment is replaced, at no additional charge.
10. No Rental Agreement forms (SEE ITEM III)
11. 24 hour-7 day Customer Service for paging services and loaner/replacement/service of pager units.
12. Replacement of defective or loaner units on the same day as request is made if prior to NOON; next day of request is made subsequent to NOON.
13. TOLL FREE ACCESS NUMBERS FOR PAGING OUTSIDE THE MINIMUM COVERAGE AREA, AND TOLL FREE ACCESS FOR RETRIEVAL OF MESSAGES FROM PAY TELEPHONES WITHIN OR OUTSIDE THE MINIMUM COVERAGE AREA.

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14. Notification of City public safety dispatch centers by the Contractor of any Contractor interruption of paging service for periods of 15 minutes or longer.

15. Ability of City to convert from regional, statewide, etc. to full nationwide coverage by phone call to Contractor. The same requirement applies to reprogramming or programming of "loaner" units.

**III. AGREEMENTS:** The terms and conditions of any resulting contract shall be in accordance with those terms and conditions as detailed within the text of this RFP. There shall be no requirement for execution of a separate document or agreement, other than a delivery receipt, which shall be utilized for verification of receipt of the contracted equipment only. Any terms and conditions contained on any document used for delivery and acceptance of paging equipment by the City, under this contract, shall be invalid and non-enforceable, if in conflict with those terms and conditions stated in this RFP document or individually issued procurement authorizations.

**IV. CONTRACTOR PERFORMANCE SPECIFICATIONS:** The successful Contractor shall be capable of providing:

1. Multiple South Florida Field Services Centers
2. Delivery of new contract units within **twenty-four (24) hours** of Contractor receipt of City order.
3. Personal and written operating instructions to be provided by Contractor Representative for ease of training City personnel.

Loaner units shall be provided by the Contractor to critical need user departments to insure continuous service. Where loaner units have been provided, the Contractor shall have the facility to assign the same user telephone access number to the new "cap code" on the loaner pager, by telephone request to the Contractor's 24 hour Customer Service line. Whenever it is necessary for the Contractor to provide a replacement pager to the City, the replacement unit shall have the same user telephone access number as the unit replaced.

**V. ORDER PLACEMENT:** The City will issue purchase order(s) to the Contractor for all pager and paging service requirements. These purchase orders shall be issued for a designated period as required by the user department.

**VI. INVOICES:** The successful Contractor shall be capable of providing invoices for contracted services on a schedule acceptable to the individual municipal locations. This may include: monthly, quarterly, or semi-annual invoices for the payment of contracted service.

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Contractor invoices shall reference the respective City department or division, and a City authorized purchase order number.

Contractor shall have the ability to issue separate invoices/per specific using division/department, as required.

For ease of audit and accuracy, invoices should be sorted by category of pager and applicable services.

No monthly statement shall be used for billing or payment purposes.

All Accounting problems and billing errors shall be completely resolved in not more than 60 days from date of City report of invoice error. Invoices with billing errors or disputed amounts may not be processed for payment until proper credit and billing has been provided to the City by the Contractor, without any late charge fees imposed or due.

**VII. PAGER INSURANCE:** All bids shall include full coverage insurance for all equipment provided to the City under the resultant contract, at no additional charge to the City. Such insurance shall provide for the repair or complete replacement of any units damaged, lost or stolen during the course of the contract. This insurance coverage must provide for a ZERO DEDUCTIBLE for any claims and must be so stated in the RFP Summary section.

**VIII. PRICING:** Prices quoted shall be based on a firm, fixed unit rate/per month to include the cost for delivery, training, basic equipment rental, service/maintenance costs, airtime/transmit charges, software, transmission key pads, as well as itemize any optional features and respective additional costs for those optional services, if applicable. Any applicable taxes, shall be added to the invoice as a separate item, and properly identified by name and applicable percentage or rate.

Prices quoted shall be firm for the initial term of this contract, and firm for any contract extensions which may be accepted and approved by the City and the Contractor, in accordance with any price adjustment clause contained in the RFP. Any revisions to the fixed prices shall be allowed only on adjustments to applicable taxes.

**IX. SECURITY:** The policies and procedures of Proposers to prevent unauthorized personnel from obtaining issued telephone numbers and user identification is of a major importance to the City, and shall be a major factor in the City's evaluation for Contract award.

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Since these services are used by the City's police divisions and other sensitive operations, the Proposer must provide a detailed attachment as a part of his bid response which reflects the security measures used by the Proposer to insure the security of the City's account information.

The City will be the final determining factor of whether a Proposer's policies and procedures provide acceptable security to meet this evaluation criteria.

FAILURE TO INCLUDE THIS INFORMATION WITH THE RFP RESPONSE,  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

**X. UPGRADE OF EQUIPMENT:** All units provided as a result of this contract, shall be the newest models with the latest features. As updated models and features become available, during the contract term, the Contractor shall make upgraded equipment available, at no additional cost to the City where such upgrades are replacements for obsolete or discontinued equipment. If new technology and equipment become available, the Contractor shall provide availability and contract pricing, in accordance with the same formula used to determine the firm, fixed prices offered for the original equipment proposed.

**XI. LOSS OF AIRTIME:** The successful Contractor shall issue a credit to the City for any excessive lost airtime due to conditions, not directly attributable to any fault of the City. Excessive lost airtime shall be defined as service interruption from the Contractor for a period of more than: \*8 Hours per day, 16 Hrs/per week, or 24 hours/per month.\*

**XII. CONTRACTOR IS RESPONSIBLE FOR PAYING TO THE CITY THE APPLICABLE TELECOMMUNICATION PUBLIC SERVICE TAX.**

**XIII. SPECIAL REQUIREMENTS:** If the City shall require specific telephone numbers for any of its pager requirements, the Contractor shall work with the City to try to secure or retain a specific telephone number. This may be required for the purpose of maintaining security of the identification of a user.

**XIV. CONTRACTOR ASSIGNMENT OF PAGER TELEPHONE NUMBERS:** After award, the successful Contractor shall work with individual City departments and divisions to provide pagers and telephone numbers for each area. Contractor shall provide a listing of pager numbers issued to each individual City user area for their initial requirements. Pager telephone numbers, once issued to the City, shall not be changed by the Contractor without prior approval from the respective City users.

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**XV. ENGINEERING PROPAGATION STUDIES:** The City is requesting Proposers to submit as a part of their RFP response, engineering propagation study maps for the proposed paging network. These maps should include each transmitter site in the proposed network. Sales grade maps may not be acceptable for this purpose.

**6.2. Participating Agencies/Locations/Estimated Requirements:**  
 If any participating Co-Op member has a current contract for the services contained in the RFP, these agencies will place orders with the awarded Contractor, after the expiration of their current contract(s). Delivery requirements, delivery locations, and actual quantities will be established with the Contractor by each individual participating agency. The Contractor shall await release by the authorized contact person, at each agency, prior to any delivery.

**6.3. Continuity of Service:** The Contractor shall not terminate or interrupt service for any government agency without just cause and prior attempt to cure the problem cause. Contractor shall provide written notification to the Purchasing Division or Designated Agency representative of any cause for service termination or interruption, including all details surrounding the cause. If the cause for service termination or interruption shall be due to billing/payment problems, the Contractor shall clearly define the problem, all actions taken to resolve the problem, and actively work with the Agency to bring about a resolution. If after written notice, and Agency/Contractor discussions, a resolution cannot be determined, and every effort to correct the problem has been exhausted, the Contractor may terminate service with the agency after providing thirty (30) days written notice on intent to cancel.

Proposer shall detail the method to be used in insure that no service interruption to any Broward Co-Op account shall be insured.

<u>AGENCY:</u>	<u>ID/# of LOCATION(S)</u>	<u>AGENCY CONTACT</u>
I. CITY OF FORT LAUDERDALE:	Various	Linda Wilson, 954/761-5140
Estimated Annual Requirement: 620 numeric/display , including approximately 60 w/group call option and various additional optional services; 200 Alpha units, with special additional features. Various locations/options.		
II. Broward Community College:	225 E. Las Olas Blvd., Purchasing Dep't. Ft. Lauderdale, Fl. #33301	Basil Mitchell 954/761-7455
Estimated Annual Req: 175 Numeric display, asstd. Various locations. (tone alert, display w/vibration alert, day/date).		

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- III. Broward County-Purchasing: Arnie Adler  
Various agencies throughout Broward County #357-6088  
Estimated 72 agencies/locations)  
Estimated Annual Req: 1200 numeric display, asstd.; 680 alpha  
units. (alpha-numeric/tone alert, display. Various options.
- IV. Town of Davie: Various (est. 5 locations) Herb Hyman  
#797-1016  
Estimated Annual Req: 282 numeric display, asstd; 7 Alpha (asstd  
coverages/options.)
- V. City of Oakland Park: Various (est. 3 locats) Larry Fagan  
#561-6105  
Estimated Annual Req: 130 units numeric display, asstd options;  
60 alpha units; various options.
- VI. City of Pembroke Pines: Various (est. 8) Dave Fitzgerald  
450-6918  
Estimated Annual Req: 270 numeric display; various options. 20  
Alphas, various options.
- VII. Port Everglades Authority: Larry Strain  
1850 Eller Dr. #523-3404  
Ft. Laud., Fl. #33316  
Estimated Annual Req: 41 numeric display, various options.
- VIII. Broward Sheriff's Office: Many locations Perry Gelwasser  
2601 W. Broward Blvd. 831-8170  
Estimated Annual Req: 850 numeric display, various options;  
45 alpha units, various options.
- IX. Coral Springs: Various locations. Gail Dixon  
9551 W. Sample Rd. 344-1104  
Estimated Annual Req.: 150 numeric display, various options;
- X. Cooper City: Various locations. Betsy Nicholson  
P.O. Box 290910 434-4300 (268)  
Estimated Annual Req: 65 numeric display, various options;  
2 Alphas, various options.
- XI. Boca Raton: Various locations. Lynn Kunkel  
201 W. Palmetto Pk. Rd. 561/393-7874  
Estimated Annual Req: 75 numeric display, various options;  
8 Alphas, various options.
- XII. Coconut Creek: Various locations. Sheila McGann  
4800 Copans Rd. 973-6730  
Estimated Annual Req: 90 numeric display, various options;  
10 Alphas, various options.
- XIII. Dania: Various locations. Nancy Denny  
100 W. Dania Beach Blvd. 921-8700 (207)  
Estimated Annual Req: 91 numeric displays, various options;  
7 Alphas, various options.

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XIV. Deerfield Beach: Various locations. Paul Collette  
210 SW Goolsby Blvd. 480-4418  
Estimated Annual Req: 60 numeric displays, various options;  
30 Alphas, various options.

XV. Dep't. Children & Families-Dist #10 (various) Marilyn Manzi  
201 W. Broward Blvd. 467-4477  
Estimated Annual Req: 326 numeric displays, various options;  
51 Alphas, various options.

XVI. Fl. Dep't. of Health: (various) Jack Scali  
2421A SW 6th Avenue 467-4706  
Estimated Annual Req: 152 numeric displays, various options.

XVII. Hollywood: (various) Ralph Dierks  
2600 Hollywood Blvd. 921-3223  
Estimated Annual Req: 140 numeric displays, various options;  
106 Alphas, various options.

XVIII. Lauderhill: (various) Ruby Levy  
2000 City Hall Drive 730-3044  
Estimated Annual Req: 175 numeric displays, various options

XIX. Lauderdale-By-The-Sea: (various) Bill Mason  
4501 Ocean Drive 776-0576  
Estimated Annual Req: 15 numeric pagers, various options;  
10 Alphas, various options.

XX. Lauderdale Lakes: (various) Patti Mantesta  
3461 NW 43rd Avenue (Fire, only) 731-1212  
Estimated Annual Req: 6 numeric displays, various options;  
6 Alphas, various options.

XXI. Lighthouse Point: (various) Terry Scala  
3760 NE 22nd Ave (Police Only) 784-3425  
Estimated Annual Req: 300 numeric displays, various options.

XXII. Hallendale: (various) Art Andrews  
408 S. Federal Hwy. 457-1331  
Estimated Annual Req: 100 numeric displays, various options;  
60 Alphas, various options.

XXIII. North Lauderdale: (various) William Peck  
701 SW 71st Avenue (Utilities, only) 724-7070  
Estimated Annual Req: 35 numeric displays, various options.

XXIV. Margate: (various) Pat Greenstein  
5790 Margate Blvd. 972-6454  
Estimated Annual Req: 125 numeric displays, various options;  
15 Alphas, various options.

XXV. Miramar: (various) Margaret Palamino  
6700 Miramar Blvd. 967-1550  
Estimated Annual Req: 150 numeric displays, various options.

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XXVI. Pompano Beach: (various) Mark Lauzier  
P.O. Drawer 1300, #33061 786-4605  
Estimated Annual Req: 200 numeric displays, various options;  
30 Alphas, various options.

XXVII. Sunrise: (various) Marsha Peterson  
10770 W. Oakland Park Blvd. 572-2275  
Estimated Annual Req: 204 numeric displays, various options.

XXVIII. Tamarac: (various) Joanna Snearley  
7575 NW 88th Avenue 724-7070  
Estimated Annual Req: 80 numeric displays, various options.

XXIX. Wilton Manors: (various) Linda Potteiger  
524 NE 21st Ct. 390-2141  
Estimated Annual Req: 100 numeric displays, various options.

**TOTAL ESTIMATED ANNUAL REQUIREMENTS : 7,659 UNITS**

6.4. Facilities Inspection: The City reserves the right to inspect the Proposer(s) facilities, observe his/her operation, and request any additional information which will assist in determining the Proposer's ability to perform the contract services, as contained in the RFP.

6.5. Contractor Account Representatives: Proposer shall provide a list of account representatives who will be handling the Broward Co-Op accounts by territory. Proposer shall also include the account representative structure and procedures for handling our accounts (i.e. outside reps versus inside reps). Continuity of account representative is desirable to insure familiarity with each Co-Op members needs. The account representative should have the ability to correct billing problems, as they occur.

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SECTION V - EVALUATION AND AWARD PROCEDURES

**1. EVALUATION AND AWARD:** The City reserves the right to accept or reject any or all responses, or parts of RFP responses, to waive minor variations to specifications and in the RFP process. The City reserves the right to visit and inspect the Proposer's facilities prior to award to determine their capability to perform the services requested, in accordance with the specifications contained in the RFP.

Proposer shall include, as a part of the RFP response, a comprehensive, description of his/her security policies and procedures, as required in the Scope of Services, paragraph 6.1. This information shall be an important part of the City's evaluation and award considerations.

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

<u>EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
1. Comprehensive understanding of services required, including number and convenience of service locations; expanse of full service coverage area; customer services, billing management/corrections procedures, field rep coverage; sufficiency of service, capacity and technology; <b>quality of equipment and services proposed.</b> Value: 0 to 40 points	40 points.
2. Experience, qualifications and past performance of the proposed equipment and software, and proposing firm, <b>procedures</b> and staff. This criteria also includes client references of the <b>same size, and security concerns.</b> Value: 0 to 35 points	35 points.
3. Cost to the City for all pager rental and proposed services, contained in the RFP. Value: 0-25 points.	25 points

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of City Staff, and other persons selected by the City. It will 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.

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Award will be based on all the information required, and submitted with the RFP response, and a review of the references submitted. The City may require visits to Contractor's facilities.

Finalists will be asked to appear before an Evaluation Committee composed of City staff and any other qualified persons, if desired by the City. Such oral presentation, if required, shall be for clarification purposes only.

The City may include as a part of the final ranking of short listed proposers a demonstration of proposers paging equipment, paging software, and special option features. If finalists are asked to arrange such demonstration(s), the dates and times of these demonstrations shall be determined after the RFP opening date.

The City reserves the right to request additional demonstrations from those Proposers who did not make the original short-list, if the Evaluation Committee determines the system demonstrations of the first short listed proposers do not fully meet the City's requirements. If demonstrations are requested, the "Final Ranking" shall be completed by the Evaluation Committee following all demonstrations, and the top ranked proposed recommended to the City Commission for award. The City will then negotiate a final contract with the first ranked Proposer.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals, or parts of proposals. In making such a determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each proposer, including officers, principals, senior management personnel assigned to the project, and field representation. The City also reserves the right to waive minor variations to specifications and in the bidding process.

**2. GENERAL CONDITIONS:** Unless otherwise noted in the RFP, all terms and conditions of form G-107, Rev. 1/92, attached to the RFP as EXHIBIT "B", is included by reference.

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**SECTION IV - INSTRUCTIONS TO/REQUIREMENTS OF PROPOSERS**

- 1. REQUIREMENTS OF THE BID:** Bidder shall include with his bid response:
- a. All literature, specifications and model numbers for equipment being offered.
  - b. Coverage/frequency area maps for paging services proposed network.
  - c. System protocols: i.e. POCSAG, FLEX, REFLEX, etc.
  - d. Frequency of paging system.
  - e. Narrative understanding of service requirements, description of conversion, equipment exchange, service cut-over procedure, and any testing trials which may be implemented by the Proposer/Contractor.
  - e. References of clients or accounts of similar size, and with similar security concerns. for whom you currently provide these services, including other governmental entities. References shall include name of customer, length of time providing contract services, contact person, address and telephone number.
  - f. Details on your contract and billing system, including your billing correction procedures.
  - g. Detailed information regarding Bidders security policies and procedures, as requested in the Scope of Services, paragraph 6.1, IX.g
  - h. Account Representative and Customer service structure.
  - i. Bid Summary Pages, and Proposal form page 1, properly signed and completed.

2. 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. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

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.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP. NO FAX PROPOSALS ARE ALLOWED ON THIS RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

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PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS NINE (9) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS TEN (10) COPIES OF YOUR PROPOSAL

**PROPOSAL PAGES ARE AS FOLLOWS:**

Any RFP Addenda  
Proposal - Signature Page  
All Proposal Summary Pages - completed and  
including your narrative description of services,  
literature, and any appendices, clearly marked;  
All other attachments to your Proposal

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RFP SIGNATURE PAGE

TO: The City of Fort Lauderdale

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 RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

PROPOSERS ARE REQUESTED TO SUBMIT ONE (1) ORIGINAL AND NINE (9) COPIES OF YOUR RFP RESPONSE.

Proposal submitted by:

PROPOSER PLEASE COMPLETE THE FOLLOWING:

1. Company Name: \_\_\_\_\_

Principal Contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

2. ADDENDUM ACKNOWLEDGEMENT: Bidder acknowledges that the following addenda have been received and are included in his/her bid response:  
Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

3. VARIANCES: Is there anything contained in the RFP specifications which IS NOT included in your proposal? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, please explain: \_\_\_\_\_

\_\_\_\_\_  
If additional space is needed, include as an appendix to your bid.

4. Are you able to begin Contract services in accordance with the City's desired schedule? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF NO, Please indicate your firm start date/ARO: \_\_\_\_\_ days

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5. Bidder, please provide a list of client references of similar size and security concerns, for whom you have provided this equipment and service. Please include contact name, address and telephone number. (A MINIMUM OF THREE IS REQUESTED)

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6. PRICING: Bidder please indicate in the space provided, your FIRM, FIXED, TOTAL COST/PER UNIT/PER MONTH, AND ESTIMATED TOTAL EXTENDED COST for pagers and services, in accordance with the RFP specifications:

Ia. Pager unit, basic, numeric display w/audible tone alert, and silent alert functions, day & date, horizontal and vertical models, if applicable, per RFP specifications:

For the purposes of tabulation, the Estimated total annual quantity is 6,160 units:

<u>TOTAL UNIT COST/PER MO</u>	<u>12 MOS.</u>	<u>EST.TOTAL UNITS</u>	<u>EST. TOTAL ANNUAL COST</u>
\$ _____/per unit	X 12	X 6,160/ea.	= \$ _____

Manufacturer: \_\_\_\_\_ Model(s): \_\_\_\_\_

Specifications enclosed? YES \_\_\_\_\_ NO: \_\_\_\_\_

OTHER PAGER SERVICE OPTIONS: Proposer, please indicate below, or as an attachment to your proposal, marked with this item reference, all service options available for the pager equipment proposer: i.e. statewide coverage, nationwide coverage, paging service, voice mail, etc., and the monthly firm, fixed charge for each option.

Please provide complete detail on each option.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

OPTIONAL FEATURES: Additional Costs, if applicable:

- Group Call (standard numeric, tone-pulse pager units: \$ \_\_\_\_\_)

Bidder, please indicate if a limit on the quantity of group call numbers for Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above limit, please provide applicable information and pricing, as an appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

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2. Priority Group Call (PGC) (standard on Motorola "Bravo" units) \$\_\_\_\_\_

Bidder, please indicate if a limit on the quantity of PGC numbers for Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above limit, please provide applicable information and pricing, as an appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

3. Rechargeable battery/battery charger \$\_\_\_\_\_

4. Mini-mail: (describe) \_\_\_\_\_ \$\_\_\_\_\_

5. Page-mail: (describe) \_\_\_\_\_ \$\_\_\_\_\_

6. Additional line display: \$\_\_\_\_\_

7. Additional number display: \$\_\_\_\_\_

8. Regional coverage: SE Central, NE/SE Regional, etc. \$\_\_\_\_\_

(Describe: \_\_\_\_\_ \$\_\_\_\_\_

II. Alpha-numeric, with transmission equipment/software, per RFP specifications:

For the purposes of tabulation, the Estimated total annual quantity is 1,500 units:

TOTAL UNIT COST/PER MO	12 MOS.	EST.TOTAL UNITS	EST. TOTAL ANNUAL COST
\$ _____ /per unit	X 12	X 1,500 EA.	= \$ _____

Manufacturer: \_\_\_\_\_ Model(s): \_\_\_\_\_

Specifications enclosed? YES \_\_\_\_\_ NO: \_\_\_\_\_

Indicate maximum number of characters/per message: \_\_\_\_\_

OPTIONAL FEATURES: Additional Costs, if applicable:

1. Group Call (standard numeric, tone-pulse pager units: \$\_\_\_\_\_

Bidder, please indicate if a limit on the quantity of group call numbers for Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above limit, please provide applicable information and pricing, as an appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

CITY OF FORT LAUDERDALE, FL - RFP NO. 582-7936, RENTAL OF PAGER  
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2. Priority Group Call (PGC) \$\_\_\_\_\_

Bidder, please indicate if a limit on the quantity of PGC numbers for  
Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above  
limit, please provide applicable information and pricing, as an  
appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

3. Rechargeable battery/battery charger \$\_\_\_\_\_

4. Mini-mail: (describe) \_\_\_\_\_ \$\_\_\_\_\_

5. Page-mail: (describe) \_\_\_\_\_ \$\_\_\_\_\_

6. Additional line display: \$\_\_\_\_\_

7. Additional number display: \$\_\_\_\_\_

8. Regional coverage: SE Central, NE/SE Regional, etc. \$\_\_\_\_\_

(Describe: \_\_\_\_\_ \$\_\_\_\_\_

ALTERNATE A: Alpha-numeric pager, OR current pager equivalent  
unit: Deciphers text; 4 line message readout

\$\_\_\_\_\_/per unit

Manufacturer: \_\_\_\_\_ Model(s): \_\_\_\_\_

Indicate maximum number of characters/per message: \_\_\_\_\_

Specifications included? YES: \_\_\_\_\_

OPTIONAL FEATURES: Additional Costs, if applicable:

1. Group Call (standard numeric, tone-pulse pager units:  
\$\_\_\_\_\_

Bidder, please indicate if a limit on the quantity of group call  
numbers for Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above  
limit, please provide applicable information and pricing, as an  
appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

2. Priority Group Call (PGC) \$\_\_\_\_\_

Bidder, please indicate if a limit on the quantity of PGC numbers for  
Master addressing, if applicable: \_\_\_\_\_

**CITY OF FORT LAUDERDALE, FL - RFP NO. 582-7936, RENTAL OF PAGER EQUIPMENT/SOFTWARE AND PAGING SERVICES-3 YEAR CONTRACT**

If there is an additional charge for "group call" over the above limit, please provide applicable information and pricing, as an appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

3. Rechargeable battery/battery charger \$ \_\_\_\_\_

4. Mini-mail: (describe) \_\_\_\_\_ \$ \_\_\_\_\_

5. Page-mail: (describe) \_\_\_\_\_ \$ \_\_\_\_\_

6. Additional line display: \$ \_\_\_\_\_

7. Additional number display: \$ \_\_\_\_\_

8. Regional coverage: SE Central, NE/SE Regional, etc. \$ \_\_\_\_\_

(Describe: \_\_\_\_\_ \$ \_\_\_\_\_)

**ALTERNATE B. alpha-numeric pager, OR current pager equivalent unit: Synthesized pager, flex protocol; 4 to 2 line text with larger printout; resends message until receipt confirmed**

\$ \_\_\_\_\_/per unit

Manufacturer: \_\_\_\_\_ Model(s): \_\_\_\_\_

Indicate maximum number of characters/per message: \_\_\_\_\_

Specifications included? YES: \_\_\_\_\_

**OPTIONAL FEATURES: Additional Costs, if applicable:**

1. Group Call (standard digital, tone-pulse pager units: \$ \_\_\_\_\_)

Bidder, please indicate if a limit on the quantity of group call numbers for Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above limit, please provide applicable information and pricing, as an appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

2. Priority Group Call (PGC) \$ \_\_\_\_\_

Bidder, please indicate if a limit on the quantity of PGC numbers for Master addressing, if applicable: \_\_\_\_\_

If there is an additional charge for "group call" over the above limit, please provide applicable information and pricing, as an appendix to your bid.

Is this applicable? YES \_\_\_\_\_ NO \_\_\_\_\_

3. Rechargeable battery/battery charger \$ \_\_\_\_\_

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4. Mini-mail: (describe) \_\_\_\_\_ \$ \_\_\_\_\_

5. Page-mail: (describe) \_\_\_\_\_ \$ \_\_\_\_\_

6. Additional line display: \_\_\_\_\_ \$ \_\_\_\_\_

7. Additional number display: \_\_\_\_\_ \$ \_\_\_\_\_

8. Regional coverage: SE Central, NE/SE Regional, etc. \_\_\_\_\_

(Describe: \_\_\_\_\_ \$ \_\_\_\_\_

IV. Voice Pager, "Voice Now", or current pager equivalent;

\$ \_\_\_\_\_/per unit

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Specifications included? YES: \_\_\_\_\_

Proposer, please indicate all other special optional features and applicable additional costs for this equipment. If additional space is needed, please include as an appendix to your RFP response: \_\_\_\_\_

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

V. OTHER PAGER EQUIPMENT: If other pagers are available, please include information and firm pricing, as an appendix to your bid.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

VI. OTHER PAGER SERVICE OPTIONS: Proposer, please indicate below, or as an attachment to your proposal, marked with this item reference, all service options available for the pager equipment proposer: i.e. statewide coverage, nationwide coverage, paging service, voice mail, etc.) and the monthly firm, fixed charge for each option.

Please provide complete detail on each option.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

VII. OPTIONAL PAGER INSURANCE: If Applicable, Proposer please indicate the additional cost/per month for this option: \_\_\_\_\_/per unit

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7. Have you included all credentials supporting your experience and expertise to provide the contract services, literature, technical information, etc., in accordance with the ITB requirements?  
YES: \_\_\_\_\_ NO: \_\_\_\_\_

8. Have you included your narrative understanding of the services required, equipment cut-over procedures, customer service and sales rep coverage, billing system, management reporting structure, and any other requirements of the proposal as contained in the RFP?  
YES: \_\_\_\_\_ NO: \_\_\_\_\_

PROPOSER PLEASE INSURE THAT YOU HAVE COMPLETED THE RFP SUMMARY PAGES AND SIGNATURE PAGE. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR RFP.

pagerRebid98

**CITY OF FORT LAUDERDALE, FL - RFP NO. 582-7936, RENTAL OF PAGER  
EQUIPMENT/SOFTWARE AND PAGING SERVICES-3 YEAR CONTRACT**

**EXHIBIT "A"**

5. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension term(s), the insurance coverages set forth in this section. The Contractor shall furnish original certificates to the City's Purchasing Manager, and receive approval by the City's Risk Manager, PRIOR to the commencement of any work. Such certificate/s shall name the City and any other participating government agency in Broward County, named herein, as an ADDITIONAL INSURED, PER THE SAMPLE INSURANCE CERTIFICATE ATTACHED.

**Notice of cancellation and/or restriction:** The policy(s) must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

**5.1. Workers' Compensation Insurance & Employers Liability Insurance** to apply for all employees, in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

5.1.1. Employers Liability: Minimum limits of one hundred thousand (\$100,000.00) dollars each accident

5.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act. ( If applicable)

**5.2. Comprehensive General Liability:** Minimum limits of five hundred thousand dollars (\$500,000.00)/per occurrence combined single limit for Bodily injury damage and Property Damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

5.2.1. Premises and/or operations

5.2.2. Independent Contractors

5.2.3. Broad Form Property Damage

5.2.4. Broad Form Contractual Coverage applicable to this specific Contract, including and hold harmless and/or indemnification agreement.

5.2.5. City and any other government entity in Broward County, named herein, is to be included as an "ADDITIONAL INSURED" with respect to liability arising out of operations performed for the City in connection with the general supervision of such operation.

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**5.3. Business Automobile Liability:** Minimum limits of three hundred thousand dollars (\$300,000.00)/per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- 5.3.1. Owned Vehicles
- 5.3.2. Hired and non-owned Vehicles
- 5.3.3. Employers non-ownership

**SEE ATTACHED SAMPLE INSURANCE CERTIFICATE**

City of Fort Lauderdale, Florida  
GENERAL CONDITIONS

EXHIBIT "B"

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

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation To Bid (ITB's) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to un-registered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS.** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES.** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications, or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS** If you do not intend to bid please indicate the reason, such as, insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS.** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

**WHITE**, which includes persons whose origins are Anglo-Saxon and European 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

## **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 a ITB.
  - PROPOSAL - a proposal received in response to a RFP.
  - BIDDER - Person or Firm submitting a Bid.
  - PROPOSER - Person or firm submitting a Proposal.
  - RESPONSIVE BIDDER - A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
  - RESPONSIBLE BIDDER - A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
  - FIRST RANKED PROPOSER - That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
  - SELLER - Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
  - CONTRACTOR - Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
  - CONTRACT - a deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
  - CONSULTANT - Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

## **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package, properly sealed and identified. Only send bids via facimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected.
- Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and city staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions.
- Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 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 which would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.
- The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

- 3.09 SAMPLES AND DEMONSTRATIONS.** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (3) 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 PUBLIC ENTITY CRIMES.** Sections 287.132-.133 Florida Statutes, require that no public entity shall enter into a contract, award any bid, or transact any business in excess of the then current threshold, with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a contract to provide goods or services to a public entity, a person shall file a sworn statement with the Purchasing Division on the approved form. By submitting a bid, Bidder warrants that he has not been convicted of a public entity crime and will provide a fully executed and notarized form to the Purchasing Division if notified of award.
- 3.14 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.15 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required, acceptance of insurance coverage, if required, and full execution of contract documents, if required, or conditions stated in Special Conditions.
- 3.16 PUBLIC RECORDS.** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.17 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.
- 3.18 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 serves 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 elected or the contract is re-bid, at the sole option of the City.
- 3.19 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

## PART IV BONDS AND INSURANCE

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

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

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

The Contractor shall provide to the Purchasing Division original certificates of such coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change.

Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

## PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.

All City Departments being advised to refrain from doing business with the Bidder.

All other remedies in law or equity.

- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING.** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS.** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT.** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES.** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE** No negotiations, decisions, or actions, shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors which are assigned by a person designated as authorized to bind the Contractor will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.