

#392-8128

Request for Proposal

Long Distance/Local/Voice & Data Network Services

ISSUED December 21, 1998

OPENS January 28, 1999

COPY



Venice of America

City of Fort Lauderdale

**Issued by the Administrative Services Department,
Purchasing Division,
City of Fort Lauderdale**

Kirk W. Buffington, C.P.M., Purchasing Manager

(954)761-5140

PURCHASING DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
(954) 761-5140
FAX (954) 761-5576

City of Fort Lauderdale
INVITATION TO BID/REQUEST FOR PROPOSAL
e-mail: purchase@ci.ftlaud.fl.us

ISSUE DATE: 12/23/98

**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 01/28/99**

TITLE: Long Distance/Local/Voice & Data Services

PROCUREMENT SPECIALIST: **Kirk W. Buffington, C.P.M.**

DEPT: ADM/ISD

CONTACT FOR TECHNICAL QUESTIONS: Mark Pallans, Telecommunications Manager

Phone No.: 954-761-5790

Bidder Must Complete the Following:

<p>Vendor Name _____</p> <p>Number & Street: _____</p> <p>City, State, Zip (+4) (see General Conditions Section 1.01) _____</p>	<p>Total Bid Discount (section 1.04) _____</p> <p>Bids are firm for Acceptance for 90 days (section 1.05) Yes _____ No _____ Other _____</p>
<p>If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records</p> <p>Area Code and Telephone No. () _____ 800 _____</p> <p>FAX () _____</p> <p>e-mail: _____</p>	<p>State or reference any variances (section 1.06) _____</p> <p>Web site address: http://www</p> <p>NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07) _____</p>
<p>Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days</p> <p>Payment Terms: (section 1.03) _____ net _____</p>	<p>Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____</p>

How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID/RFP No. 392- 8128 Title : Long Distance/Local/Voice & Data Services Opens: 01/28/99

Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

Signature of Authorized Representative

Title (Typed or Printed)

Name of Authorized Representative (typed or printed)

Date: _____

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City of Fort Lauderdale, Florida

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1.0 SPECIAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP as Exhibit "A".

1.1 Variances

While the City allows Contractors to take variances in the RFP terms, conditions and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

1.2 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid in a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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.

1.3 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.

1.4 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.

1.5 Proposers' Costs

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

1.6 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 herein; 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 proposer.

1.7 Confidential Information

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

established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

1.11 Additional Services

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.

1.12 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.13 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed rates and related costs.

1.14 Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision of the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

1.15 Clarifications, Questions and Interpretations

For information concerning procedures for responding to this RFP, contact Purchasing Manager, Kirk W. Buffington, C.P.M. at 954-761-5145. For information concerning the technical specifications or scope of services, contact Art Gordon at 954-761-5128. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures shall only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301; ATTN: Kirk Buffington. To facilitate prompt receipt of questions, they may be sent via facsimile or 954-761-5576 or via e-mail to kirkb@ci.ftlaud.fl.us. 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 may be submitted via FAX. The entire proposal must be submitted in accordance with the instructions to Proposers contained in this RFP.**

1.20 Proposal Evaluation Criteria

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluation of proposals. It will be a two (2) step process. In step one (1), 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. The committee will then conduct discussions for clarification purposes only, with the finalist and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended for purchase by the department to the City of Fort Lauderdale Purchasing Department.

The City of Fort Lauderdale in making its final decision will consider the following criteria.

- a. The proposed service/network/system should not involve pioneering or experimental efforts with inherent risk factors, which could jeopardize present or long range operations and plans for the City of Fort Lauderdale. The proposed service/network/system must be demonstrable in a live environment locally, if requested, at vendor expense.
- b. Existing vendor capability, vendor experience and performance with proposed service/network/system, and vendor installation/service organization will each be analyzed and evaluated and weighed in the selection.
- c. The overall track record of the proposed service/network/system, its technology, adaptability for modifications, and total cost.

The City of Fort Lauderdale will use a one hundred (100) point scale evaluation criteria. The basis of the award will be vendor ranking in 3 main categories with sub-categories comprising the 3 areas outlined above. The number of points given to each category is shown in brackets after each heading.

- a. Proposal Responsiveness and Completeness (30 points)
 1. Service/Network/System Capabilities, Capacities-(equipped and growth) and Requirements.
 2. Features (Standard and Optional)
 3. Service/Network/System availability, installation and cutover documentation, and quality of service.
 4. Service/Network/System ease of use.
- b. Proposer's and Service/Network/System demonstrated experience, personnel resources, financial resources, etc. (30 points)
 1. Experience with proposed network/system and demonstrated network/system capability and reliability.
 2. Trained personnel to install and maintain the network/system.
 3. Responsiveness to failures and requests.
 4. Local facilities and personnel.
 5. Network/System performance guarantees, penalties etc.
- c. Proposer's Cost/Price (40 points)
 1. Acquisition/One-time installation cost.

purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

1.23 INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation for all Contractor employees.
 employer's Liability in the amount of \$100,000

Commercial General Liability Insurance

Limits: Combined single Limit Bodily Injury/Property Damage of
 \$500,000

Automobile Liability Insurance

Limits: Bodily Injury - \$250,000 each person
 \$500,000 each occurrence
 Property Damage \$100,000 each occurrence

The City shall be named as an additional insured. Certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

2.0 INTRODUCTION

2.1 Summary and Scope

The City of Fort Lauderdale, Florida is seeking providers for the furnishing, delivery, installation, and maintenance of a turnkey integrated Telecommunication Local Services, a Long Distance Network, and Data Network Services solution supporting voice and data communications City-wide.

The Contractor(s) for this project must be able to deliver the following:

A Telecommunications Local Service Network to meet the parameters of the in-place Network currently serving the City of Fort Lauderdale. Section 3.0 of this Request for Proposal (RFP) details the existing facilities.

And/or

Data Network Services. Section 6.0 of this RFP details present data network.

And/or

Long Distance Services. Section 7.0 of this RFP details the present long distance usage.

And/or

Pre-paid Telephone Calling Cards. Section 8.0 of this RFP details the requirements for a Pre-paid Telephone Calling Card program.

The intent of this Request For Proposal (RFP) document is to provide a competitive comparison basis and Contractor selection on a fair and objective basis for (1) a Local Services Network, and/or (2) a Long Distance System, and/or (3) a Data Network Services, and/or (4) a Pre-paid Telephone Calling Card program. Any work or services performed shall be considered a turnkey installation on an operationally ready basis, tested for performance verification with minimum one-year complete cost, service, performance guarantees in the manner specified, in full compliance with all contract documents including this Request For Proposal response, and all regulations governing this type of service where applicable.

The Contractor shall do all work, including such additional and incidental work as is considered necessary by the City of Fort Lauderdale to complete this work in a satisfactory and acceptable manner.

Unless otherwise specified, this Request For Proposal and all other necessary contract documents reflect a performance-type project and are intended to include everything obviously requisite and necessary to the proper and entire finishing of the work mentioned. All work is to be done to carry out the intent of the Request For Proposal Specification Response, and all other contract documents whether each items is mentioned herein or not.

Although it is the City's preference that there be one Contractor for the Local Services Network, the Long Distance System, the Data Network Services and the Pre-paid Telephone Calling Card program, Bidders will be permitted to make a choice and bid the Local Services

provide, at the request of the City, a performance bond guaranteeing conformity with this criteria and the contractor shall be liable for charges incurred by the City in soliciting from an alternate contractor to re-establish service to its proper level if the contracted carrier of the Local Services Network and/or Long Distance System and/or Data Network Services and/or Pre-paid Telephone Calling Card program fails to perform within the specified time period.

If for any reason the service and/or cost does not meet or exceed the provisioning of a Local Services Network and/or Long Distance System and/or Data Network service and/or Pre-paid Telephone Calling Card program, cost and quality from the existing Local Services Network and/or Long Distance System and/or Data Network Service and/or Pre-paid Telephone Calling Card program contractor, the contractor shall pay all costs associated with changing back to the previous contractor's service.

2.5 Contracts

These Request For Proposal specifications and the resulting response will be included as an integral part of the contract. Bidders should realize that any and all statements made in their proposals will automatically become part of the final contract for Local Services Network and/or Long Distance System and/or Data Network service and/or Pre-paid Telephone Calling Card program. Inability to contractually guarantee any statement made for specifications will result in bidder disqualification. Each bidder should be prepared to negotiate addenda to standard contracts where they do not meet the requirements outlined in these specifications.

2.6 Florida Law

The laws of the State of Florida hereunder shall govern questions among others relative to the validity, construction, effect and enforcement of the Contract, and the obligations, rights and remedies of the parties hereunder.

2.7 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 entity 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 that 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;

3.0 LOCAL SERVICES NETWORK DESCRIPTION AND SPECIFICATION

3.1 General Description

It is the purpose of this Specification to detail the Local Services Network requirements for the City.

The City of Fort Lauderdale is seeking a new state-of-the-arts Local Services Network from a provider with the capability of meeting current and numerous future needs both functionally and on an economical cost-contained basis.

It is the City's preference for dedicated T-1 Local Services Network to the City's PABX's where cost feasibility and where equipment permits.

The following Section 3.2 describes the different types of trunks, lines, circuits, channels and ESSX facilities that are presently serving the City.

3.2 City of Fort Lauderdale Local Services

City Hall, 100 North Andrews Avenue (Primary Telephone Number 954-761-5000)

Trunk Lines terminated in Lucent Technologies Definity PBX

Direct-Inward-Dial Trunks in Hunting	55
Combination Trunks in Hunting	34
Combination Trunk/Non-Hunting	1
Direct-Inward-Dial Numbers	1300
Foreign Exchange Remote Call Forwarding Line (305-945) pointed to 954-761-5000	1
Surrogate Telephone Numbers with Memory Call	3

Off-Premise Extensions (OPX) served off Lucent Technologies Definity PBX

Off-Premise Extension Locations	Number of OPXs
War Memorial Auditorium 800 NE 8 th St.	5
Bridge Tender 435 SW 11 th Ave.	1
730 N. Federal Hwy.	5
408 S. Andrews Ave.	2
Sunland Park 1449 NW 9 th St.	4
Parking Garage 100 SE 1 st Ave.	2
Planning & Development 1409 NW 6 th St.	2
1451 NW 9 th St	2
Holiday Park 1200 Holiday Park Circle	1
TOTAL:	24

Police Dept., 1300 W. Broward Blvd. (Primary Telephone Number 954-764)

Trunk Lines terminated in Lucent Technologies Definity PBX

PRI ISDN	1
Direct-Inward-Dial Station Lines	140

Miscellaneous Flat-rate Business Lines (1-FBs)

NPA-NNX	Location	Number of Lines
954-462	Police Dept. 1300 W. Broward Blvd.	2
954-527	Fire 1300 W. Broward Blvd.	1
NPA-NNX	Location	Number of Lines
954-761	911 Consoles Coin-Return Lines 1300 W. Broward	2
954-463	Hall of Fame 501 Seabreeze Blvd.	2
954-524	Hall of Fame 501 Seabreeze Blvd.	4
954-484	Bass Pool 2750 NW 19 th St. (Line has Memory Call)	1
954-486	Bass Pool 2750 NW 19 th St.	1
954-739	Bass Park 2750 NW 18 th St. (Lines have Memory Call)	2
954-486	Pump Station 2400 NW 21 st Ave.	1
954-486	Pump Station 1850 NW 28 th Ave.	1
954-489	Stadium 5301 NW 12 th Ave.	1
954-523	GTL Wastewater Plant, SE 18 th St. & Eisenhower	2
954-714	Pump Station 3401 W. Prospect Rd.	1
954-761	City Hall 100 N. Andrews Ave.	2
954-767	City Hall Time Clock 100 N. Andrews Ave.	1
954-763	Police 101 N. Andrews Ave.	2
954-766	Holiday Park Gym 1200 G. Harold Martin Dr.	1
954-779	301 N. Andrews Ave. (Watch Alert Line)	1
954-969	Pump Station 6770 NW 22 nd Ave.	1
954-970	Pump Station 2716 NW 68 th St.	1
954-972	Police 6100 Hawkins Rd.	2
954-973	Pump Station 6195 NW 31 st Ave.	1
954-977	Police 2020 W. McNab Rd.	1

Miscellaneous Flat-rate Residence Lines (1-FRs)

NPA-NNX	Location	Number of Lines
954-462	Fire Sta. #3 2801 SW 4 th Ave..	1
954-467	Fire Sta. #8 1022 W. Las Olas Blvd.	1
954-491	Fire Sta. # 88 6300 NW 21 st Ave.	1
954-525	Fire Sta. #49 1015 Seabreeze	1
954-564	Fire Sta. #29 2000 NE 16 th St.	1
954-565	Fire Sta. #54 3200 NE 32 nd St.	1
954-565	Fire Sta. #13 2871 E. Sunrise Blvd.	1
954-583	Fire Sta. #47 1000 SW 27 th Ave.	1
954-763	Fire Sta. #46 1121 NW 9 th Ave.	1
954-763	Fire Sta. #2 301 N. Andrews Ave.	1
954-771	Fire Sta. #35 1841 W. Commercial	1
954-772	Fire Sta. #53 5551 NW 23 rd Ave.	1

ESSX Services

	Point 6 – 6401 N. Federal Hwy.
	Point 7 – 4399 Seagrape Dr.
Point 1 – 200 SE 6 th St.	Point 2 – 540 SE 3 rd Ave.
Point 1 – 1300 W. Broward Blvd.	Point 2 – 2871 E. Sunrise Blvd.
Point 1 – 1300 W. Broward Blvd.	Point 2 – 301 N. Andrews.
Point 1 – 1300 W. Broward Blvd.	Point 2 – 1841 E. Commercial
Point 1 – 1300 W. Broward Blvd.	Point 2 – 2000 NE 16 th St..
Point 1 – 1300 W. Broward Blvd.	Point 2 – 609 S. Andrews
Point 1 – 2601 W. Broward Blvd.	Point 2 – 1300 W. Broward
Point 1 – 949 NW 38 th St.	Point 2 – 4030 S. State Road 7
Point 1 – 100 N. Andrews Ave.	Point 2 – 100 SE 1 st Ave.

Miscellaneous Circuits

Circuit Type	Point 1	Point 2
Two-Point Ringdown Circuit	1300 W. Broward Blvd.	1841 E. Commercial
Two-Point Ringdown Circuit	1300 W. Broward Blvd.	2871 E. Sunrise Blvd.
Two-Point Ringdown Circuit	1300 W. Broward Blvd.	100 N. Andrews Ave.
Two-Point Ringdown Circuit	301 N. Andrews Ave.	1300 W. Broward Blvd.
Two-Point Ringdown Circuit	5560 NW 23 rd Ave.	5560 NW 23 rd Ave.
	Ringdown between 2 different buildings on same property	
Two-Point Ringdown Circuit	5300 NW 12 th Ave.	5300 NW 12 th Ave.
	Ringdown between 2 different buildings on same property	
Two-Point Ringdown Circuit	1409 NW 6 th St.	1300 W. Broward Blvd.
Two-Point Ringdown Circuit	1300 W. Broward	101 SW 5 th Ave.
Two-Point Ringdown Circuit	1300 W. Broward	4036 Bryan Blvd./Plantation
Radio Transmission Circuit	1 E. Broward Blvd.	1300 W. Broward
Radio Transmission Circuit	15 E. Broward Blvd.	Corner of Prospect Rd. & Hawkins Rd.
Burglar Alarm Circuit	100 N. Andrews Ave.	501 NE 2 nd St.
Control Signaling Circuit	100 N. Andrews Ave.	1 E. Broward Blvd.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- d. Does your company provide Outbound-only Trunks to a PABX? Yes _____
No _____

If the answer above is Yes, explain the similarities and differences between the proposed Outbound-only Trunks and the Outbound-only Trunks that presently serve the City.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- e. Does your company provide Direct-Inward-Dial (DID) Numbers to a PABX?
Yes _____ No _____

If the answer above is Yes, explain the similarities and differences between the proposed DID Numbers and the DID Numbers that presently serve the City. Include in your answer, quantities, availability, number sequencing, and if a change in the telephone numbering scheme is required.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- f. Does your company provide T-1 service to a PABX? Yes _____
No _____

If the answer above is Yes, describe the nature of your company's offering to each of the City's PABX systems listed in Section 3.1. For the older PABX systems that

If the answer above is Yes, explain the similarities and differences between the proposed Flat-rate Business Lines (1-FBs) and the Flat-rate Business Lines (1-FBs) that presently serve the City.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- j. Does your company provide Flat-rate Residence Lines (1-FRs)? Yes _____
No _____

If the answer above is Yes, explain the similarities and differences between the proposed Flat-rate Residence Lines (1-FRs) and the Flat-rate Residence Lines (1-FRs) that presently serve the City.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- k. Does your company provide ESSX Service? Yes _____
No _____

If the answer above is Yes, explain the similarities and differences between the proposed ESSX Service and the ESSX Service that presently serves the City. Include in your answer, quantities, availability, number sequencing and if a change in the telephone numbering is required.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- l. Does your company provide ISDN Service?
Yes _____ No _____

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- p. Does your company provide Burglar Alarm Circuits? Yes _____
No _____

If the answer above is Yes, explain the similarities and differences between the proposed Burglar Alarm Circuits and the Burglar Circuits that presently serve the City.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- q. Does your company provide Control Signaling Circuits? Yes _____
No _____

If the answer above is Yes, explain the similarities and differences between the proposed Control Signaling Circuits and the Control Signaling Circuits that presently serve the City.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

- r. Does your company provide Memory Call Service? Yes _____
No _____

If the answer above is Yes, explain the similarities and differences between the proposed Memory Call Service and the Memory Call Service that presently serves the City.

If the answer above is No, explain what is not offered and/or other alternatives your company may offer.

4.4 Maintenance and Service/Repairs

- a. Describe below how the Local Services Network is to be maintained and the format for maintenance and service/repair calls.

- b. What is your company's response time for emergency maintenance and service/repair calls?

- c. Describe what recourse does the City have for non-responsiveness on the part of the Contractor; i.e., penalties, credits, etc.

4.5 Emergency Maintenance and Service/Repairs

- a. Describe the format for emergency maintenance and service/repair calls.

- b. What is your company's response time for emergency maintenance and service/repair calls?

- c. Describe what recourse does the City have for non-responsiveness on the part of the Contractor; i.e., penalties, credits, etc.?

4.8 Local Services Network Calling Area

- a. Describe the South Florida geographical calling zone, in relation to the location of Fort Lauderdale, Florida, that is covered under your Company's Local Service Monthly charge; i.e., no additional charges over the monthly unit cost for a trunk, line or circuit.

- b. Describe the South Florida geographical calling zone, in relation to the location of Fort Lauderdale, Florida that is covered in your Company's Extended Local Calling Area.
 1. What is the cost-per-minute for a business line and/or trunk line?

 2. What is the cost-per-minute for a residence line?

- c. Describe the geographical calling zone, in relation to the location of Fort Lauderdale, Florida that is covered in your Company's long distance calling area.
 1. What is the cost-per-minute (day, night & weekend) for a business line and/or trunk line?

 2. What is the cost-per-minute (day, night & weekend) for a residence line?

5.0 PROPOSED LOCAL SERVICES NETWORK SERVICE AND COST

5.1 Proposed Local Services Offering

Enter below the full installation cost and monthly cost for the Contractor and/or the local Telephone Company for all the types of Local Services identified in Section 3.2 of this RFP. For the three (3) PABX sites, (City Hall, Police and Public Services), *enter the proposed costs based on the present installed Local Services configuration, as well as, the proposed cost replacing trunks with T-1s.*

Local Service Facility	Proposed Monthly Cost	Proposed Installation (one-time) Cost	Rate Pending Approval*
City Hall 100 N Andrews Ave.			
55 - DID Trunks in hunt			
34 - Combination Trunks in hunt			
1 - Combination Trunk Non/hunt			
1300 - DID Numbers			
T-1 Circuit Quantity of T-1s ()			
Primary-Rate T-1 Ckt Quantity of T-1s ()			
T-1 Hunting Quantity ()			
1300 - DID Numbers			
Describe below other T-1 costs not identified above			
Police Dept. 1300 W Broward			
15 - Combination Trunks in hunt			
3 - Combination			

Off-Premise Extensions from 100 N Andrews	Proposed Monthly Cost	Proposed Installation (one-time) Cost	Rate Pending Approval*
800 NE 8 th St			
435 SW 11 th Ave			
730 N Federal Hwy			
1449 NW 9 th St			
100 SE 1 st Ave			
1409 NW 6 th St			
1451 NW 9 th St			
1200 Holiday Park Cir.			
Off-Premise Extensions from 1300 W. Broward			
1409 NW 6 th St			
730 N. Federal Hwy			
701 NE 12 th Ave			
1764 SE 15 th St			
140 SE 1 st St			
Holiday Park Gym			
1449 NW 9 th St			
103 S. Birch Rd			
888 S. Andrews Ave			
1600 NE 4 th Ave			
245 W. Park Ave			
1340 Chateau Park Dr			
1001 NW 4 th St			
1000 N Andrews Av			
1130 SW 5 th Pl			
408 S Andrews Ave			
Holiday Park Tennis Center			
617 NE 8 th St			
315 NE 3 rd Ave			
1150 G Harold Martin Dr			
ISDN Circuits			
100 N Andrews (24)			
300 NW 1 st Ave (2)			
1350 W Broward (1)			
1301 SW 2 nd Ct (1)			
290 NW 3 rd Ave (1)			
150 SE 2 nd St (1)			
1300 W Broward (1)			
220 SW 14 th Ave (1)			
888 S Andrews (1)			
315 NE 3 rd Ave (1)			
2 S New River Dr E (1)			
101 NE 3 rd Ave (1)			
200 SE 6 th St (1)			
300 NW 1 st Ave (1)			

3401 W Prospect Rd			
100 N Andrews Ave			
101 N Andrews Ave			
1200 G Harold Martin Dr			
301 N Andrews Ave			
6770 NW 22 nd Ave			
2716 NW 68 th St			
6100 Hawkins Rd			
6195 NW 31 st Ave			
2020 W McNab Rd			
1-FB Hunting Charge			
1-FB Memory Call			
Surrogate Memory Call			
1-FB wired for coin-return 1300 W Broward			
Flat-Rate Residence Line (1-FR)	Proposed Monthly Cost	Proposed Installation (one-time) Cost	Rate Pending Approval*
2801 SW 4 th Ave			
1022 W Las Olas			
6300 NW 21 st Ave			
1015 Seabreeze			
2000 NE 16 th St			
3200 NE 32 nd St			
2871 E Sunrise Blvd			
1000 SW 27 th Ave			
1121 NW 9 th Ave			
301 N Andrews Ave			
1841 W Commercial			
5551 NW 23 rd Ave			
ESSX NAR			
NPA/NNX			
954-468 & 954-847			
954-321			
954-396			
954-489 & 954-938			
ESSX Line			
954-468 & 954-847			
954-321			
954-396			
954-489 & 954-938			
Miscellaneous	Proposed	Proposed Installation	Rate Pending

Inward-only Trunk			
Outgoing-only Trunk			
DID Station Numbers			

5.3 Promotions

Identify below any promotion offerings available with the proposed Local Services Network, to include Extended Local Calling Area, Local Carrier geographical long distance calling zone, etc.

Specify if the promotion offering is ongoing (month-to-month, year-to-year), or if the offering is only effective for a specified period. Identify effective dates for these promotions.

5.4 Discounts

Describe in the space below any discount programs available with the Local Services Network proposal; i.e., local calling zone volume discounts, Local Carrier geographical long distance calling zone volume discounts, etc.

5.6 User List

Provide a list of customers of similar users in the South Florida area using the local services network proposed to the City of Fort Lauderdale. Include the date installed for each user.

<u>User</u>	<u>Date Installed</u>	<u>Contact Name</u>	<u>Telephone No.</u>
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- A list of recently completed projects of similar type and size with contact names and telephone numbers for each.
- A list of test equipment proposed for use in verifying the installed integrity of cable systems on this project.
- A technical résumé of experience for the contractor's project Manager and on-site installation supervisor who will be assigned to this project.

6.3 Data Network Connection Speeds

The MIS Computer Center for the City of Fort Lauderdale is located on the 6th Floor of City Hall, 100 N. Andrews Ave. This Computer Center houses the City's Internet server and City-wide e-mail server.

Location	Current Speed	Future Minimum Speed
Central Stores, 1301 SW 2 nd Ct.	10 MBPS	1.5 MBPS
Annex, 300 NW 1 st Av.	128K	10 MBPS
Fire Sta. #2, 300 NW 1 st Av.	128K	128K
City Prosecutor, 200 SE 6 th St, Suite. 303	64K	128K
Docks & Waterways, 2 SE New River Dr.	64K	128k
Executive Airport, 1401 W Commercial	64K	128K
Fire Sta. #88, 6300 NW 21 st Av.	64K	128K
Fleet, 1350 W. Broward Blvd.	64K	128K
General Pension, 315 NE 3 rd Av., Suite. 202	64K	128k
Mills Pond, 2201 NW 9 th Av.	64K	128k
Mizell Police Station, 1409 NW 6 th St.	64K	128k
Oriole Stadium, 5301 NW 12 th Av.	64K	128K
Oriole Stadium Annex, 5301 NW 12 th Av.	9600 BPS	128k
Parking Garage, 150 SE 2 nd St.	9600 BPS	9600 BPS
Parking Building, 290 NE 3 rd Av.	128K	1.5 MBPS
Parks & Rec., 1350 W. Broward Blvd.	10 MBPS	1.5 MBPS
Parks Shop, 220 SW 14 th Av.	64K	128K
PED/PIO, 101 NE 3 rd Av., Suite. 300	64K	10 MBPS
Police/Fire Pension, 888 S Andrews Av.	64K	128k
Radio Shop, 1301 SW 2 nd Ct.	64K	128K
Beach Patrol, 501 Seabreeze	9600 BPS	128k
Fire Sta. #3, 2801 SW 4 th Av.	9600 BPS	128K
Fire Sta. #8, 1022 W Las Olas Blvd.	9600 BPS	128K
Fire Sta. #13, 2871 E. Sunrise Blvd.	9600 BPS	128K
Fire Sta. #29, 2002 NE 16 th St.	9600 BPS	128K
Fire Sta. #35, 1841 E Commercial Av.	9600 BPS	128K
Fire Sta. #46, 1121 NW 9 th Av.	9600 BPS	128K
Fire Sta. #47, 1000 SW 27 th Av.	9600 BPS	128K
Fire Sta. #49, 1015 Seabreeze Blvd.	9600 BPS	128K
Fire Sta. #53, 5555 NW 23 rd Av.	9600 BPS	128K
Fire Sta. #54, 3200 NE 32 nd St.	9600 BPS	128K
Fire Training, 2000 NE 16 th St..	9600 BPS	128k

6.4 Pricing

Provide the monthly and one-time installation for each location

Location	Monthly Cost	One-Time Install Cost
Central Stores, 1301 SW 2 nd Ct.		
Annex, 300 NW 1 st Av.		
Fire Sta. #2, 300 NW 1 st Av.		
City Prosecutor, 200 SE 6 th St, Suite # 303		
Docks & Waterways, 2 SE New River Dr.		
Executive Airport, 1401 W Commercial		
Fire Sta. #88, 6300 NW 21 st Av.		
Fleet, 1350 W. Broward Blvd.		
General Pension, 315 NE 3 rd Av., Suite #202		
Mills Pond, 2201 NW 9 th Av.		
Mizell Police Station, 1409 NW 6 th St.		
Oriole Stadium, 5301 NW 12 th Av.		
Oriole Stadium Annex, 5301 NW 12 th Av.		
Parking Garage, 150 SE 2 nd St.		
Parking Building, 290 NE 3 rd Av.		
Parks & Rec., 1350 W. Broward Blvd.		
Parks Shop, 220 SW 14 th Av.		
PED/PIO, 101 NE 3 rd Av., Suite #300		
Police/Fire Pension, 888 S Andrews Av.		
Radio Shop, 1301 SW 2 nd Ct.		
Beach Patrol, 501 Seabreeze		
Fire Sta. #3, 2801 SW 4 th Av.		
Fire Sta. #8, 1022 W Las Olas Blvd.		
Fire Sta. #13, 2871 E. Sunrise Blvd.		
Fire Sta. #29, 2002 NE 16 th St.		
Fire Sta. #35, 1841 E Commercial Av.		
Fire Sta. #46, 1121 NW 9 th Av.		
Fire Sta. #47, 1000 SW 27 th Av.		
Fire Sta. #49, 1015 Seabreeze Blvd.		
Fire Sta. #53, 5555 NW 23 rd Av.		
Fire Sta. #54, 3200 NE 32 nd St.		
Fire Training, 2000 NE 16 th St..		
Fire Union, 309-½ SW 26 th St.		

6.5 Company Information

Discuss briefly the scope of your company operations including formation, history, ownership, geographic area served, etc.

6.6 User List

Provide a list of customers of similar users in the South Florida area using the data network services proposed to the City of Fort Lauderdale. Include the date installed for each user.

<u>User</u>	<u>Date Installed</u>	<u>Contact Name</u>	<u>Telephone No.</u>
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Police Dept., 1300 W. Broward Blvd. (Primary Telephone Number 954-764)

- Lucent Technologies Definity PBX installed in 1985, with 15 trunks.

Public Services, 949 NW 38th Street (Primary Telephone Number 954-776-5151)

- Northern Telecom PBX installed in 1987, with 26 trunks.

Miscellaneous Locations include parks, pools, fire stations, etc., and are served by ESSX, ISDN lines, business lines, or residence lines. A description of these services is detailed in Section 3.2 of these Specifications.

7.2 LONG DISTANCE USAGE

7.3 Outbound Long Distance

Location	IntraLata**		Florida		State-to-State		International*	
	# of Cls	Min.	# of Cls	Min.	# of Cls	Min.	# of Cls	Min.
City Hall	8263	21597.4	1708	5848.9	2733	10145.0	72	305.6
Police	2208	6635.8	34	149.7	47	263.3	1	2.7
Public Service	339	1082.9	149	666.3	253	957.4	3	26.4
Miscellaneous	1679	5253.5	607	1797.25	313	3706.55	34	73.7

*International calling is as follows:

Country	# of Calls	Minutes
Canada	59	223.1
Caribbean	14	20.4
Haiti	1	7.1
Brazil	5	10.3
UK	2	22.1
France	6	11.1
Germany	5	64.5
Denmark	3	1.7
Africa	15	46.7

**IntraLata Calls include Expanded Local Area Calls

7.6

Proposed Long Distance Installation Cost

Enter below the full installation and monthly cost for both the Contractor and the local Telephone Company.

City Hall	Present Rates	Rates Pending Approval*
Total Monthly Circuit Cost/Contractor		
Total Monthly T-1/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total Monthly T-1/Local Telco		
Total One-time Installation/Local Telco		

Police	Present Rates	Rates Pending Approval*
Total Monthly Circuit Cost/Contractor		
Total Monthly T-1/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total Monthly T-1/Local Telco		
Total One-time Installation/Local Telco		

Public Services	Present Rates	Rates Pending Approval*
Total Monthly Circuit Cost/Contractor		
Total Monthly T-1/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total Monthly T-1/Local Telco		
Total One-time Installation/Local Telco		

*Rates pending approval are to be inserted if rate schedules scheduled are not approved, and are pending approval at the time of Proposal submission.

One-time Setup Cost:

Monthly Cost:

e. Conference Calling

Included ()

Optional ()

Please describe how the service is activated and how the charges are based.

f. Fax Services

Included ()

Optional ()

g. Invoice Billing Call Detail and Tele-Management Reports

Provide a sample invoice of the Long Distance Service proposed behind this page.

Included ()

Optional ()

h. Customized Billing

Included ()

Optional ()

Explain the types of customized billing plans offered by your company. If an Option, identify the one-time setup cost and monthly cost associated with each plan.

7.10 Inbound Long Distance Usage

7.11 General Description

It is the purpose of this Section to detail the general inbound long distance requirements for the City of Fort Lauderdale. The following describes an average month of inbound long distance usage. There are a total of four (4) toll-free (800) lines directed to various telephone numbers throughout the City of Fort Lauderdale. For the purposes of this RFP, the inbound usage for all four (4) toll-free (800) lines has been combined. These figures are as follows:

	IntraLata		Florida		State-to-State	
	# of Cls	Min.	# of Cls	Min.	# of Cls	Min.
Day	226	357.4	108	429.9	384	1128.3
Evening	13	373.7	0	0	6	177.0
Night	15	173.2	2	37.3	6	225.2

7.14 Proposed Inbound Long Distance Installation Cost

Enter below the full installation and monthly cost for both the Contractor and the local Telephone Company.

	Present Rates	Rates Pending Approval*
Total Monthly Circuit Cost/Contractor		
Total One-time Installation/Contractor		
Total Monthly Cost/Local Telco		
Total One-time Installation/Local Telco		

*Rates pending approval are to be inserted if rate schedules scheduled are not approved, and are pending approval at the time of Proposal submission.

7.17 Toll Fraud Protection

Provide a brief description in the blank space below of the toll fraud protection services currently offered and/or proposed to be offered by your company. Include in this description customer qualifications, coverage options, cost service and support.

7.18 Company Information

Discuss briefly the scope of your company operations including formation, history, ownership, geographic area served, etc.

8.0 PRE-PAID TELEPHONE CALLING CARDS

8.1 Introduction

The City is seeking to offer Pre-paid Telephone Calling Cards to the City's employees, interested Fort Lauderdale and Broward County residents, tourists and any other persons or firms.

This opportunity is being provided to all potential parties that may have an interest in developing and implementing a Pre-paid Telephone Calling Card program for the City. Any telecommunications company, consultant, broker, marketing or public relations firm, a joint venture of such firms, or any qualified individual is eligible to submit a proposal on this project. However, it must be emphasized that *the City will not provide funds to pay for up-front costs that may be associated with this project*. The proposing Contractor must be responsible for marketing and issuing a Fort Lauderdale Pre-Paid Telephone Calling Card to the public. It is the intent of the City to have a Pre-paid Telephone Calling Card program in place, through a qualified Contractor as soon as legally and economically possible.

8.2 Purpose and Intent

The City desires a Pre-paid Telephone Calling Card that (1) promotes the City and its unique and world-class qualities; (2) provides competitive and quality telephone service to the purchasers of Fort Lauderdale Pre-paid Telephone Calling Cards; and (3) earns maximum revenues for the General Fund and the City's programs within the framework of the preceding items (1) and (2).

The appearance and design of the Pre-paid Telephone Calling Card should capture the unique qualities of the City and is subject to approval by the City.

The City desires a revenue-sharing arrangement, whereby a percentage of revenues derived from Pre-Paid Telephone Calling Card purchases would be directed to the City and various Fort Lauderdale programs and services to further enhance the effectiveness of Fort Lauderdale as a City.

The Contractor must include, in its response to this Section, a development and implementation plan that outlines how the Contractor will implement the Pre-paid Telephone Calling Card program for the City, including annual projections of revenues to the Contractor, as well as to the City, over a 5-year term. The Contractor's response must have

8.4 Experience

Insert behind this page a summary of the experience and qualification of the persons to be assigned to this Pre-paid Telephone Calling Card project.

8.5 Company Information

Discuss briefly the scope of your company operations including formation, history, ownership, geographic area served, etc.

9.0 Proposal Time Limits and Implementation

Provide in the blank below, the time for which your Proposal and Price is valid; *cannot be less than 90 (ninety) days from the submittal date of Response to this Request For Proposal.*

Provide the number of days it will take to completely implement the change over to your Long Distance Services. _____

ATTACHMENT (B)

PERFORMANCE AND PAYMENT BOND

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS:

That _____, a Florida Corporation, as Principal, hereinafter called Contractor, and _____, a corporation of the State of _____, as surety, hereinafter called Surety, are held and firmly bound unto the City of Fort Lauderdale, Florida, as Obligee, hereinafter called Owner in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said CONTRACT and shall promptly make payments to all persons supplying Contract labor, materials, and supplies, used directly or indirectly by the said Contractor, or Sub-Contractors, in the prosecution of the work provided for in said CONTRACT, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever contractor shall be, and declared by owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions.
2. Obtain a bid or bids for submission to Owner for completing the CONTRACT in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest response bidder, arrange for a contract between such bidder and Owner and make available as work progressed (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contract under the CONTRACT and any amendments thereto, less the amount properly paid by Owner to Contractor. Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the CONTRACT fails due.

ATTACHMENT (B)

PERFORMANCE AND PAYMENT BOND
(Continued)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond; that _____, who signed the Bond on

Behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

_____(Seal) as Secretary of

(Name of Corporation)

(SEAL)

STATE OF FLORIDA }
COUNTY OF BROWARD }

Before me, a Notary Public duly commissioned, qualified and acting personally appeared:

to me well know who being by me first duly sworn upon oath says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing Performance and Payment Bond on behalf of the CONTRACTOR named therein in favor of the City of Fort Lauderdale.

19__ Subscribed and Sworn to before me this ____ day of _____ A.D.,

Notary Public, State of Florida
Notary Public, State of Florida at large

My Commission Expires: _____

Bonded by: _____

City of Fort Lauderdale

GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. 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 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.

- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.