

PROCUREMENT & MATERIALS
 MANAGEMENT DIVISION
 100 N. ANDREWS AVENUE
 FORT LAUDERDALE, FL 33301
 Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
 INVITATION TO BID
 E-mail: purchase@fortlauderdale.gov
 ITB NO. 542-9019

ISSUE DATE: 3/29/04
 PAGE 1 OF 17
**BIDS MUST BE RECEIVED
 PRIOR TO 2:00 P.M.**
ON: 4/22/04

TITLE: 5-YEAR CONTRACT FOR ARMORED CAR SERVICES

PROCUREMENT SPECIALIST: Linda R. Wilson, C.P.M., CPPB

DEPT: FINANCE/Treasury Div.

CONTACT FOR TECHNICAL QUESTIONS: Clyde (Boe) Cole, Treasurer

PHONE: (954) 828-5157

Bidder Must Complete the Following:

Vendor Name Number & Street: City, State, Zip (+4) (See General Conditions Section 1.01)	Total Bid Discount (section 1.04) Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section 1.06) Web site address: http://www/_____ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____%, net _____	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, Procurement 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 by facsimile. Facsimile bids will not be accepted.</p>	
<p>Each bid envelope must be sealed with the following information stated on the OUTSIDE of the envelope:</p> <p>BID/RFP No. 542-9019 Title: 5-Yr. Contract For Armored Car Services Opens: 4/22/04 2:00 PM</p>	
<p>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.</p>	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

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 Procurement & Materials Management. 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. Neither 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.
- 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 it's 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.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of 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 that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in 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 Procurement Division immediately. Such notification must be received by the Procurement 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 (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement 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, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, 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.

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 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.

- 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 un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I INFORMATION/SPECIAL CONDITIONS

1.0 PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide armored car services for the City's Treasury and other various departments, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

2.0 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, or the technical specifications, scope of services contact Procurement Specialist II, Linda Wilson, at (954) 828-5146, Fax (954) 828-5576, e-mail: lwilson@fortlauderdale.gov. Any contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

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 response to questions, they can be sent via FAX to (954) 828-5576, or e-mail to: lwilson@fortlauderdale.gov. Questions of a material nature must be received no later than seven (7) days prior to the ITB due and open date. **BIDDERS PLEASE NOTE:** No part of your Bid can be submitted via FAX. The entire Bid must be submitted in accordance with the Instructions To bidders contained in this ITB.

3.0 SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

4.0 ELIGIBILITY/QUALIFICATIONS OF BIDDERS

Bids will be considered only from vendors who are regularly engaged in the business of providing armored car service. Bidder shall provide the City with credentials supporting their prior experience, expertise, sufficient financial capacity and resources, including organization and labor, to insure satisfactory execution of the services contained in the ITB. Bidder shall provide a list of references with particular emphasis on other governmental agencies, and include current clients and past clients within the Dade, Broward and Palm Beach area, and the number of years in business providing these services.

5.0 VARIANCES

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

6.0 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 received by City in connection with all Bidder's 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. Therefore, if the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder 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.

7.0 CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall be for a five (5) year period. The City reserves the right to extend the contract for up to three (3) one (1) years terms, or a single, three (3) year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

8.0 PRICE ADJUSTMENT: Prices quoted shall be firm for the first three (3) years of the five-year contract term. Any pricing adjustment for the remaining two (2)-years of the initial five-year contract term, and any contract extension terms, thereafter, shall be subject to the following:

Costs for the final two year of the initial five-year contract term and any extension term(s) shall be subject to adjustment only if increases or decreases occur throughout the local industry. The City will use changes in the Federal Minimum Wage and the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed 5%, **or the CPI whichever is lower**. The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least one hundred and twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

9.0 INVOICES: The City will accept invoices no more frequently than one (1) per month. Invoices shall be issued separately to each Division. (i.e. Parking, Treasury, Parks & Recreation, etc.). Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice. The City will make every attempt to pay invoices completely within thirty (30) days of receipt of a correct invoice. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. Contractor shall prepare verification data for the amount claimed, and provide complete cooperation during such investigation of any areas in the invoice subject to question.

10.0 RECORDS/AUDITS: The accounts and financial records with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. These records shall be retained by the Contractor for three (3) years following the contract expiration or termination.

The Contractor shall, with reasonable prior notice, make available to the City's Internal Auditor for inspection and audit, all records and files relative to this contract.

11.0 PRICING: Bidder shall quote a firm, fixed, flat monthly or daily charge, as applicable, for the services contained in the ITB. The **total cost to the City shall be the monthly or daily flat rate as bid**, and shall be adjusted only according to the terms of Section 8.0 above. If there will be an additional charge or rate differential for Holiday pickups, Bidder **must indicate that charge or rate difference, if applicable, in the ITB response**.

12.0 SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications may be sold, transferred or assigned without the written authorization of the City Manager, or designee.

13.0 SUBCONTRACTING: A listing of subcontractors, if applicable, and the portion of the contract they will perform must be submitted with your bid. Subcontractor(s) will be responsible to conform to the same requirements of specifications as bind the Contractor. Subcontractor(s) cannot be changed after acceptance of the bid, except with the written permission of the City Manager, or designee. The use of subcontractor(s) will not relieve the Contractor from the prime responsibility of full and complete, satisfactory and acceptable performance under the awarded contract.

14.0 ADDITION OR DELETION OF SERVICES: The City reserves the right to add to the services specified in this proposal, or to delete any portion of the resulting Contract, at any time, and if such right is exercised by the City the total fee shall be increased or decreased in the same ratio as the service is to the monthly flat rate quoted by the Contractor and accepted by the City.

15.0 GENERAL CONDITIONS: The terms and conditions of the General Conditions, Form G-107, Rev. 11/98, attached to the ITB are included by reference.

16.0 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

17.0 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

18.0 ADDITIONAL ITEMS/SERVICES

The City may require additional items/services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or duties based upon a formula or method that is the same or similar to that used in establishing the prices in his Bid. 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 from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

19.0 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.

20.0 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 by 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.

21.0 INSURANCE REQUIREMENTS

The Contractor shall carry in force, at all times during the contract term, the following insurance coverages:

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions if individual performing the work is a Corporate Officer. Copies of waivers as provided by FS 440.05 & 440.055 are required.

- b. Commercial General Liability Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined Single Limit Bodily Injury/Property Damage \$2,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- c. Automobile Liability in the minimum amount of two million dollars (\$2,000,000.00) each Occurrence.
Covering all owned, hired and non-owned automobile equipment.

Combined Single Limit \$2,000,000 (Bodily Injury and Property Damage Combined)

Note: Since services will be performed by a wide variety of independent contractors ranging from the one-man business to the large nationally known companies, and since the work or services to be performed will vary from non-hazardous to very hazardous, it may be possible or necessary, with the prior approval of the Risk Management Division, to reduce or increase the aforementioned limits of insurance on specific contracts.

NOTE TO PROPOSERS: The City of Fort Lauderdale must be named an "additional insured" for both Commercial General Liability and Automobile Insurance coverages.

d. Liability insurance to cover damage to, or loss of articles transported: including banknotes, bonds, coupons, stock certificates, gold, silver, platinum and other precious metals, jewelry, precious and semi-precious stones, securities, checks, currency and coin, and other valuable documents, from any cause whatsoever in transit or otherwise, including any act of omission of the Contractor, or any of its employees, or anyone acting on its service. Contractor's insurance coverage for the items insured hereunder to be in the minimum amount of five million dollars (\$5,000,000.00) each occurrence.

Coverage also will apply as primary coverage and is not to affect any insurance which the certificate holder may carry in its own name.

The Contractor shall provide to the Procurement Division, original certificates of such coverage prior to engaging in any activities under this contract. No work can be started until the certificate is submitted and approved by the City's Risk Manager. Such certificates shall have no less than thirty (30) days notice of cancellation.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

A. General Information/Intent: The City desires to establish a single contract for all its armored car service requirements. At this time, all deposits and deliveries currently are made to and from Bank of America Central Vault, Hialeah. Bidders should note that although this is the current bank location, it may change following a rebid and award of our banking services contract this summer. (See C. 7.)

B. Service Locations:

Monday through Sunday - 363 Days/Year (Excluding Thanksgiving and Christmas):

1. **South Beach Parking Lot** - 601 Seabreeze Boulevard –
Desired Pickup time: 10:00 am - 12:00 noon. This location utilizes a 'drop box' for collection and aggregation of collections. Contractor shall be provided a key for the safe which, in combination with the City's lot attendant use of his/her key, will open the safe for access to 'dropped' envelopes. The number of envelopes shall be agreed upon and then transferred to sealable bank deposit bags for transportation to the City's designated depository. A normal pickup consists of approximately 5 deposit bags containing cash and coins.

Monday through Friday: Excludes City Holidays* - 251 Days/Year

2. **City Hall**, 100 N. Andrews Avenue, 1st Floor Treasury -
Desired Pickup time 1:00 - 4:00 (NOT Later than 4:30 pm.) A normal pickup consists of approximately 12 to 18 deposit bags containing cash and checks.
3. **City Hall**, 100 N. Andrews Avenue, Drive Thru -
Desired Pickup time 1:00 - 4:00 (NOT Later than 4:30 pm.) A normal pickup consists of approximately 3 bags containing cash and checks.
4. **Parking Administration**, 290 N.E. 3rd Avenue -
Desired Pickup time 3:00 - 4:00 (NOT Later than 4:30 pm.) A normal pickup consists of approximately 20 to 30 deposit bags containing cash and checks, coin canisters and coin bags.
Note: Heavy coin canisters weighing approximately 50 pounds picked up from this location shall be delivered to the designated city depository where they will exchange the loaded canisters for empty canisters. The empty canisters will then be returned to Parking Administration the next business day for further use. Special care must be taken to assure that the canisters are handled properly and not subjected to improper care or abuse. Should the City find that the Contractor has abused the canisters, claim will be made for repairs or replacement, at the contractor's expense.

The Parking Services Division intends to discontinue use of the coin canisters and substitute sealed and tagged canvas coin bags approximately April 1, 2004. **Bid should include separate pricing for pick up and return of both coin canisters and coin bags.**

5. **Marine Facilities**, 2 South New River Drive –
Desired Pickup time 1:00 pm – 4:00 pm. A normal pickup consists of one deposit bag containing cash, checks and coins.

In addition to the above, we will add the following location to the overall contract upon completion of the facility (currently estimated to be May, 2004):

Monday through Friday: Excludes City Holidays* – 251 Days/Year:

6. **One-Stop-Shop**, 600 NW 19th Street –
Desired Pickup time 11:00 am – 12:00 noon. (NOT Later than 12:00 noon.) A normal pickup consists of two deposit bags containing cash, coins and checks.

In order to determine the cost effectiveness of adding additional locations, we are soliciting quotes on the following locations:

Each Monday (one pickup per week): Excludes City Holidays. * If a City Holiday falls on a Monday, the pickup would be made on the next day, Tuesday. – 52 Days/Year:

7. **War Memorial Auditorium**, 800 NE 8th Street, Fort Lauderdale.
Desired Pickup time 10:00 am – 12:00 noon. (NOT later than 12:00 noon.) A normal pickup consists of approximately 6 to 8 deposit bags containing cash, coins and checks.

As Needed Basis (Generally Weekends):

8. **Parks and Recreation, Special Events.** Generally these pickups would be at one of the following parks:

- a. Mills Pond Park - 2201 Powerline Road, Fort Lauderdale
- b. Bubier Park - Andrews Avenue & Las Olas Blvd, Fort Lauderdale
- c. Snyder Park - 3299 SW 4th Avenue, Fort Lauderdale
- d. Lockhart Stadium – 1401 NW 55th Street, Fort Lauderdale

9. **Additional Locations** - The City may add to the armored car pickup services during the Contract term. The cost to the City for such additional services shall be based on the same pricing formula used by the Contractor for the specified services and locations, and as agreed to between the Contractor and the City, in accordance with Contract terms and conditions. The City shall provide the Contractor with advance notice of additional requirements to allow for the proper scheduling of any additional pickup requests. **Contractor shall include in the ITB response, the minimum advance notification required for additional service requests, and the basis for additional pick-up costs.**

C. Specifications:

1. Funds are to be picked up daily from various City locations for delivery to the city's designated depository, to be deposited in accordance with City instructions. The Courier will also be expected to return items to the City from the Vault location. Examples of items to be returned are the Parking Coin Cans, Validated Deposit Slips, Coinage and Currency needed for change and other miscellaneous items.
2. **Days of Service** - Unless otherwise noted, service shall be rendered as previously noted, excluding **City Holidays**:

New Years Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Day After Thanksgiving
Christmas Day (December 25th)

In the event that a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday. **It should be noted that the City conducts normal business on Presidents Day and Columbus Day. City requires service on these bank holidays, and on any other bank holiday upon which City conducts business.**

3. **Cash Control** - Where applicable, the City's representative and Contractor's guard shall agree upon the number of envelopes to be transported. All envelopes containing cash receipts are placed into City or vendor provided sealable bank deposit bags with a bank deposit slip, and sealed with a locking closure which contains an identification label.
The guard shall receipt the number of envelopes and bags to be transported and transport the deposit to the designated City bank. Guard shall obtain a signed delivery receipt from the Bank and return the receipt to the Contractor. Deposit slips are returned to the City directly from the Bank.
4. **Banking Requirements** - Contractor shall make bank deposits on the same day as the pickup except when the pickups occur on weekends, holidays or other days when the bank's vault is closed. Pickups made by the Contractor on weekends and holidays should be kept in the Contractor's vault, and delivered early morning of the first banking business day following the pickup. A signature should be secured and the deposit processed as required. This is for the protection of both the City of Fort Lauderdale and the Contractor.
5. **Ability to reconstruct deposits** - All money picked up by Contractor is in the form of cash, checks, money orders, credit card slips, etc. **The City only has very limited ability to reconstruct deposits.**
6. **Supplies** - Contractor shall provide each City Location with a sufficient supply of multipart receipt books to be signed by guard at the time of each pickup. Vendor shall also provide a quote on costs of sealable bank deposit bags and canvas coin bags for price comparison. Should the City's cost be determined to be less utilizing armored car vendor supplies, that determination will be considered part of the contract award.
7. **Designated Depository** - The City is currently transporting its daily collections to the Bank of America Central Vault, 17100 NW 59th Street, Hialeah, FL 33015. The current City contract with Bank of America for banking services expires on July 31, 2004. Bids will be solicited for a new contract, and as a result, it is possible that the location of the designated depository could change. In order to compare costs for various locations, we are asking that the bid be prepared for the current Bank of America vault, the SunTrust Bank Miami Main Cash Vault, and the Wachovia Bank Miami or Pompano Operations Centers.
8. **Change Deliveries** – Twice a week, both Treasury and the One-Stop Shop will generally order approximately \$200.00 of change from the city's depository. The successful contractor will be required to pick up this change that day from our bank and deliver it to Treasury, 1st Floor Utility Billing, 100 N. Andrews and to the One-Stop-Shop, 600 NW 19th Street the following day.

***See Section C. 2. for a list of City Holidays.**

D. Deposit Information:

The following is provided for the Bidders information:

**Average Daily Deposit Information
(In Thousands of Dollars)**

	City Hall	One-Stop-Shop	Marine Services	Parking Administration	South Beach	Totals
Avg. Daily Cash:	\$25	\$1	\$1	\$30	\$8	\$65
Avg. Daily Checks:						
Reconstructible:	\$0	\$0	\$0	\$5	\$0	\$5
Non-reconstructible:	\$100	\$40	\$5	\$10	\$8	\$163
Max. Anticipated Cash:	\$500	\$2	\$5	\$30	\$8	\$545
Maximum Non-reconstructible Checks:	\$200	\$160	\$20	\$10	\$1	\$391

As a point of information - a reconstructible check is one that has been microfilmed or copied or we are able to identify the maker with reasonable effort. The city's policy is to make copies of only a very few significant checks. Therefore the vast majority of checks deposited by the city are non-reconstructible checks.

BID SUMMARY PAGES

BIDDER: PLEASE SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR BID AND ALL APPENDICES.

BIDDER TO COMPLETE THE FOLLOWING:

1. Company Name: _____
(legal registered name)

Principal Contact: _____
(name & title)

Telephone No. _____ E-mail: _____ Fax #: _____

2. Variances:

Is there anything contained in the ITB which is not included in your bid?
_____ YES: _____ NO:

If YES, please explain:

3. Bidder, please indicate the number of years your company has been in business providing these services:
_____ /years

4. REFERENCES: Please submit a minimum of three, on company letterhead, including name, address and telephone number, who can substantiate your ability to perform the services as detailed in the ITB specifications. References from other municipalities or governmental agencies for whom you have provided such services, are preferred.

5. Do you have the required insurance? _____YES, _____NO

Please include a copy of certificates as a part of your ITB response.

Included? _____YES, _____NO

Pricing Proposal

6. Cost to the City: Bidder shall quote a **firm, fixed, flat, MONTHLY OR DAILY** rate for all pickups, and delivery to the City's designated bank, in accordance with the ITB.

Bidders shall complete the Pricing Proposal on a diskette available from the Procurement Division. **All ITB's shall be returned with a completed diskette and a hard copy print out of the pricing submitted.**

You may request this disc by calling (954) 828-5933, or e-mailing your request to purchase@fortlauderdale.gov

No supplemental charges, other than those submitted on the proposer's price proposal, as outlined on the Pricing Disk, will be permitted, except for those Pricing Adjustments contained in the ITB.

7. SERVICE CAN BEGIN WITHIN ____/CALENDAR DAYS OF AWARD OF CONTRACT.

9019 Armored Car Svs 04
Rv 32504