

***Request for Proposal***

**552-9109**

**Police Examination  
Fire Department Examination**

**Opens: September 17, 2004  
2:00 p.m.**



**City of Fort Lauderdale**

**Issued for Administrative Services Department/Human Resources Division  
By the Procurement & Materials Management Division**

**Linda R. Wilson, C.P.M., CPPB  
(954) 828-5146**

**E-mail: [lwilson@fortlauderdale.gov](mailto:lwilson@fortlauderdale.gov)**

**Visit us on the web at [www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)**

**(954) 828-5140**

## **PART I - INFORMATION/SPECIAL CONDITIONS**

**1. GENERAL INFORMATION:** The City of Fort Lauderdale is requesting proposals from qualified proposers hereinafter referred to as the test developer or Contractor to provide tests for both the Police Department (police officer) and Fire Department (certified firefighter). It is intended that the selected Contractor(s) will provide test materials, "as needed", to the City for examinations that will be given during the initial contract year, and any extension options that may occur. The City may award to more than one Contractor, in its best interest.

**2. BACKGROUND:** The City of Fort Lauderdale is a moderately sized City on the southeast coast of Florida, which provides municipal services to a permanent population of approximately 167,000. The City currently employs 2,560 permanent employees in various capacities. The Fire-Rescue Department has 171 certified firefighters, 73 Driver Engineers, 75 Fire Lieutenants and 20 command staff. Applicants for entry-level Fire positions are required to have a current State of Florida Certificate of Compliance, Certificate of Statutory Compliance or Certificate of Training; possess a current State of Florida Paramedic License and AHA/ACLS Certificate or Equivalent. Applicants who meet these qualifications will be administered the tests requested from this proposal. The final scored test in the process will be an oral interview.

The Police Department is the largest City department with 353 Police Officers, 57 Sergeants and 19 command staff. Applicants for entry-level Police positions are either required to provide proof of FDLE Certification and/or Police Officer Certification with training curriculum from home/state academy or have taken and passed the Broward Community College administered Criminal Justice Basic Abilities Test written examination. Applicants who meet these qualifications will be administered the tests requested from this proposal. The final scored test in the process will be an oral interview.

The average number of applicants over the past two years for Police and Firefighter positions is as follows: Police officer averages: 739/per year; Fire Department averages: 508 applicants/per year. Not testing was performed in 2003.

**3. INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this RFP contact the Procurement Manager, Kirk Buffington, at (954) 828-5145. For information concerning the technical specifications contained in this RFP contact Employment Manager, Arlette Steinberger, 954-828-5318. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

**3.1. Last Date for Questions of a Material Nature:**

Requests for clarifications or questions related to this RFP will be accepted in writing, e-mail, or by fax transmission. All written questions be submitted to the Procurement and Materials Management Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301; by fax Attn: Kirk Buffington to (954) 828-5576, or e-mail to [kbuffington@fortlauderdale.gov](mailto:kbuffington@fortlauderdale.gov)

**Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.**

Any addendum, if required, will be issued within two (2) working days of this date to all proposers who have either downloaded and notified the City of their download, or been e-mailed a copy of the RFP by the City.

**4. CONTRACT TERM:** The initial one (1) year contract term shall commence upon award of the contract and issuance of a purchase order for the first year, "as needed" requirements

**contract by the City.** The City reserves the right to extend the contract for additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. **It is anticipated that the commencement date of the contract will be not later than October 1, 2004.**

**5. PRICE ADJUSTMENT:** Prices quoted shall be firm for the first year of the contract term. Any pricing adjustment for extension term(s), if approved, shall be subject to the following:

Costs for 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 3/31, 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 ninety (90) 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.

**6. ELIGIBILITY:** To be eligible to respond to this RFP, the proposer should demonstrate that he/she or they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one organization similar in size and complexity to the City of Fort Lauderdale.

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

**8. MINORITY CERTIFICATION BY BROWARD COUNTY, FLORIDA** 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.

**9. VARIANCES:** The City allows Contractors to take variances to 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 General Conditions.

**10. GENERAL CONDITIONS:** RFP General Conditions Form G-107A Rev. 7/01 (**Exhibit "A"**) are included and made a part of this RFP.

**11. 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.

**12. 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.

**13. LOBBYING ACTIVITIES: ALL BIDDERS/PROPOSERS PLEASE NOTE:** Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

**14. SUBCONTRACTING:** If the Proposer will use a subcontractors, in the course of the contract term, the name and credentials of the subcontractor shall be included as a part of the RFP response. The Proposer shall specifically detail the portion of the contract that will be performed by the subcontractor. 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.

**15. 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.

**PART II - RFP SCHEDULE**

The City anticipates making an award to the successful Contractor in accordance with the following RFP schedule.

**\*\*TENTATIVE\*\***

<b>Release of RFP Notice</b>	<b>August 27, 2004</b>
<b>Last date for Receipt of Questions (by 5:00 pm)</b>	<b>September 7, 2004</b>
Addendum, if required	September 9, 2004
<b>RFP OPENS (at 2:00 pm)</b>	<b>September 17, 2004, 2:00 PM</b>
Evaluation Committee Review, Ranking and final recommendation for Award	September 22, 2004
<b>Anticipated Contract Commencement</b>	<b>September 24, 2004</b>

**Proposers, please note: The City intends to complete the RFP process, including Award of a contract, in accordance with the above RFP schedule.**

## PART III - SCOPE OF SERVICES

**1. SCOPE OF SERVICES:** The successful Contractor shall provide examinations for Police Officer and Firefighter job classes, in accordance with the Request for Proposal (RFP) specifications and the compliance matrix, included with in the Proposal Summary pages

- 1.1. The City is interested in purchasing examinations that are available on an “as needed”, whenever released basis. **Examination material(s) shall be standard “off-the-shelf” product(s), and not customized, and include a hard copy answer key for City scoring use.** The City will consider both written booklet test format, and/or content delivered in a video format scenario in either a CD ROM or VHS version. The video format is preferred in a CD ROM format (CD with M PEG), with a hard copy answer key provided to the City. Test(s) should be content and criterion validated with supporting documentation submitted to the City. The City is NOT interested in measures of applicants’ cognitive abilities. With respect to Firefighter, it is the City’s opinion this dimension has already been evaluated through the required certification processes required to qualify for the position. With respect to Police Officers, these abilities are previously evaluated through the CJBAT or state certification testing. The intention of this request is to have tests that provide a more reliable measure of the personal skills that, here-to-fore, have been measured in an oral interview. That next step will be an oral interview. The oral interview will focus on job motivation and background. Candidates will be ranked on eligible lists based on a combined score derived from the requested tests and the scored oral interview. Therefore, the requested test(s) must measure interpersonal skills, situational judgment, teamwork, cultural sensitivity (or equivalent skills). Additionally for firefighter, the test should measure mechanical ability. Proposers must provide detailed information and supporting documentation to reflect the specific skill definitions outlined in this RFP Scope of Services within their response.

### **Skill Definitions:**

**Interpersonal Skills:** Developing and using collaborative relationships to facilitate the accomplishment of work goals; interacting with others in a way that gives them confidence in one's intentions and those of the organization; dealing effectively with others in an antagonistic situation; using appropriate interpersonal styles and methods to reduce tension or conflict between two or more people.

**Teamwork:** Actively participating as a member of a team to move the team toward the completion of goals.

**Cultural Sensitivity:** Maintaining effectiveness when experiencing major changes in work tasks or the work environment; adjusting effectively to work within members of other cultures; using appropriate interpersonal styles and techniques to gain acceptance of ideas or plans; modifying one's own behavior to accommodate tasks, situations, and individuals involved.

**Situational Judgment:** Identifying and understanding issues, problems, and opportunities; comparing data from different sources to draw conclusions; using effective approaches for choosing a course of action or developing appropriate solutions; taking action that is consistent with available facts, constraints, and probable consequences.

- 1.2. **Test(s) must be able to be administered in a group format.** State of Florida public records law permits candidates to review the answer key (not a copy of the actual test questions) and their own test paper to ensure that their paper was scored correctly.
- 1.3. **Test responses shall be in a multiple-choice format with no more than five distracters. The City must be able to score the test results on site.** The City is expecting a large number of vacancies for both job classes due to retirements, annexation and newly budgeted positions. The hiring departments want, and expect, the process to proceed as quickly as possible. As such, the tests must be able to be scored for large numbers of applicants immediately after the test is taken. If the applicant passes, they will be scheduled within the next few days for the final stage of the civil service exam process for an oral interview. The City will not consider off-site scoring of these tests.

The City anticipates that the test(s) purchased will be ordered and released, as testing schedules are set-up during the contract year. At this time, the City anticipates administering the first test on or about October 1, 2004. The number of candidates for which the test will be administered at any given time, is unknown. **However, the City anticipates that no order will be released for less than a requirement of materials sufficient for up to 200 potential candidates, if a booklet test is purchased. For the purpose of Cost determination, the City will use a total of 600 examinations for the year.**
- 1.4. If the City elects to purchase a video format exam, proposer shall provide a specified warranty period that includes replacement of the video, for any defect excluding abuse or intentional damage by the City, during the lifetime use of the exam. Details of any warranty shall be submitted as a part of the proposer's RFP response.
- 1.5. Proposer shall also include any "guaranteed obsolescence" factors in its warranty or extended support of the product(s). These factors may include: options for future upgrades at NO CHARGE to the City, or updated exam availability at a guarantees rate not to exceed pricing. Proposer shall include any details related to upgradability of its products as a part of the RFP response.
- 1.6. Proposer shall provide pricing, including all shipping costs, on the pricing summary pages included in the RFP.
- 1.7. 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.
- 1.8. Invoicing: Successful Contractor(s) shall invoice the City based on firm, fixed pricing stated in the RFP Proposal Summary Pages, in accordance with the RFP specifications. Pricing shall be based on the quantities or pricing structure offered and accepted, including freight, FOB Destination City or Fort Lauderdale, invoiced per order as released by the City.
- 1.9. Proposers shall include as a part of your RFP response a demonstration copy of the examination(s) proposed. If a security agreement is required, or a proprietary claim is made by the Proposer, such reference shall be specifically noted, and documentation and specific marked packages shall be included. The City will review those documents, and return them to the Proposers, based on the Proposer's proprietary claim.

**PART IV - EVALUATION AND AWARD**

**EVALUATION & AWARD:** The City will evaluate all responsive and responsible proposals to determine which proposal best meet the needs of the City, based on the evaluation criteria. A committee established for this purpose, composed of City staff will make evaluation and any other qualified persons deemed necessary.

Award will be based on a review of all the information submitted, plus a review of the references submitted, and certain objective and subjective considerations, including:

**Evaluation Criteria: Assigned Points**

1. Experience, qualifications, and past performance of proposer, in preparing similar exams for the City or other governmental entities. Includes client references	10
2. Critical Requirements Met	
a. Measures required skills (Matrix Part V)	10
b. see Matrix Part V (remaining Items)	40
3. Desirable requirements met specified in this proposal. see Matrix Part V	30
4. Cost to the City for the examination (Total cost will be based on a total of 600 examinations)	<u>10</u>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The committee may determine the need to conduct oral interviews, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Finalists may be asked to appear before an Evaluation Committee, if desired by the City. Such oral presentation, if required, shall be for clarification purposes only.

The first ranked proposer resulting from this process will be recommended for award.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information on a timely basis in order for the City to facilitate a final recommendation for award. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals, or parts of proposals. The City also reserves the right to waive minor variations to the specifications and in the bidding process.

**PART V - INSTRUCTIONS TO PROPOSERS/REQUIREMENTS OF PROPOSAL**

**Instructions to Proposers:**

The City will receive proposals for the specified services up until the date and time specified in the RFP Schedule.

Proposals must be submitted in sealed envelopes clearly marked with the RFP Identification Title and Proposal Number, Opening Date and Opening Time, and the Return Address of the Proposer all clearly marked on the outside of the envelope. All proposals must be received prior to the opening date and time specified in the RFP.

**Proposals shall be delivered to:**

City of Fort Lauderdale-Procurement & Materials Management Div.  
100 N. Andrews Avenue, RM. 619  
Ft. Lauderdale, FL 33301

**Corporate Authorization/Registration:**

- **The Proposal shall be signed by a representative who is authorized to contractually bind the Contractor shall sign the proposal. A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if a proposal is signed by other than the President, Vice-President or Treasurer.**
- **Proposal shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.**

**Other Requirements of the Proposal:**

All proposals shall be submitted as specified on the proposal pages included in the RFP document. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

**Proposals shall include:**

A. **Qualifications & Experience: including client references** for entities of similar size and services similar or equal to those outlined in the RFP specifications; resumes of staff to be assigned to this contract, if awarded, directly related to their experience with the requirements, should be included.

B. **PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS Six ( 6 ) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL**

**PROPOSAL PAGES ARE AS FOLLOWS:**

- Proposal Summary Pages, including Signature Page
- Financial Proposal
- Technical Proposal
- Compliance Matrix

Attachments to your Proposal, INCLUDING A DEMONSTRATION COPY OF THE PROPOSED EXAMINATION(S)

**PROPOSAL SUMMARY PAGES**

**PROPOSER PLEASE COMPLETE THE FOLLOWING:**

The proposer hereby offers to enter into an agreement with the City of Fort Lauderdale, Florida to provide the City of Fort Lauderdale with Police and Fire Department Examinations in accordance with these RFP specifications and provisions. I have read all attachments, including the specifications and fully understand what is required. By submitting this signed proposal I will accept a Contract, if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this RFP with any other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I further certify that I am authorized to contractually bind the proposing firm.

Name of Company: \_\_\_\_\_  
(legal registered)

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

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

Principal Contact: \_\_\_\_\_  
(name & title)

Telephone No.:   (    )   \_\_\_\_\_ Fax No.:   (    )   \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name/Title)

**ADDENDUM ACKNOWLEDGEMENT:** Proposer acknowledges that the following addenda have been received, IF APPLICABLE, and are included in the proposal response:

ADDENDUM NO.                      DATE ISSUED

**2. VARIANCES:** State any variances to the specifications, terms, and conditions in the space provided below or reference in this space all variances contained on other pages of the RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided for this purpose. If no statement is contained in this space, it is hereby implied that your proposal complies fully with the RFP.

Variances: \_\_\_\_\_

\_\_\_\_\_

**3. MBA/WBE Eligibility:** If your company qualifies as a Minority or Woman Owned Enterprise, please indicate below, in accordance with the description outlined in General Conditions 1.08.

MBE: \_\_\_\_\_ WBE: \_\_\_\_\_ SBE: \_\_\_\_\_

**4.** Has your firm previously completed any assignments for the City of Fort Lauderdale?  
 \_\_\_Yes \_\_\_No

If YES, provide specifics: \_\_\_\_\_

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**5. PRICING:** Indicate in the space provided your **FIRM, FIXED, TOTAL COST NOT TO EXCEED, including freight, FOB destination**, for the services in accordance with the RFP specifications for the multiple administration of entry level Police and Firefighter exams:

**I. A. BOOKLET format examinations, including answer key:**

**Police Officer**

**ESTIMATED FREIGHT**

Up to 200/per release	\$ _____	\$ _____/PER SHIPMENT
(*)From 201-400/per release	\$ _____	\$ _____/PER SHIPMENT
From 401-600/per release	\$ _____	\$ _____/PER SHIPMENT
From 601-800/per release	\$ _____	\$ _____/PER SHIPMENT

Updating services available? YES: \_\_\_\_\_ NO: \_\_\_\_\_

Additional associated costs? YES: \_\_\_\_\_ NO: \_\_\_\_\_

If YES, please detail: \_\_\_\_\_

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**B. BOOKLET format examinations, including answer key:**

**Firefighter**

**ESTIMATED FREIGHT**

Up to 200/per release	\$ _____	\$ _____/PER SHIPMENT
(*) From 201-400/per release	\$ _____	\$ _____/PER SHIPMENT
From 401-600/per release	\$ _____	\$ _____/PER SHIPMENT
From 601-800/per release	\$ _____	\$ _____/PER SHIPMENT

Have you include a demo copy of the examination product(s)? YES:\_\_\_ NO:\_\_\_

Booklet examination updating services available? YES:\_\_\_ NO:\_\_\_

Additional associated costs? YES:\_\_\_ NO:\_\_\_

If YES, please detail: \_\_\_\_\_  
\_\_\_\_\_

**II. ALTERNATE OR ADDITIONAL: Video Format, Specify CD ROM or VHS**

**Provide Details on Video examination below:**

**Firm, fixed, total cost to the City, including freight, FOB Delivered City of Fort Lauderdale, including hard copy of answer key:**

\$\_\_\_\_\_

Have you included a demo of your proposed examination product(s) YES:\_\_\_ NO:\_\_\_

Warranty, per RFP specifications or indicate any variance in this space:

Video examination updating services available? YES:\_\_\_ NO:\_\_\_

Additional associated costs? YES:\_\_\_ NO:\_\_\_

If YES, please detail: \_\_\_\_\_  
\_\_\_\_\_

6. Please provide a list of client references of other governmental agencies who are clients using your entry level tests: A MINIMUM OF THREE IS REQUESTED. (Include contact name, telephone number and address)

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

7. Proposer Comments/Suggestions: \_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL SUMMARY - COMPLIANCE MATRIX**

**Proposer MUST complete and return the Compliance Matrix below:**

Proposer shall **include detailed explanations for all areas, particularly where the examination does not comply with the RFP Scope of Services. All explanations shall be included in the RFP response and properly identified by reference to the Compliance Matrix, as an appendix to your RFP response.**

Please indicate that **the Compliance Matrix has been completed and included with your response**

Yes       No

**NOTE: PAGES OF MATRIX ARE "LANDSCAPE"**

<b>VENDOR NAME:</b>	Police Officer Test	<b>RFP 552-9109</b>
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HEADING REFERENCE	PRIORITY 1 = Critical 2 = Desirable	REQUIREMENTS SUMMARY  (Vendors should refer to the “Scope of Services” for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the “Comments” column and attaching a separate sheet.)	VENDOR RESPONSE					
			Testing Compliance					Comment
			Fully Meets Requirements	Meets Requirement With Exception	Custom Development Required	Does Not Meet Requirement	Not Provided	Y

I. GENERAL / GLOBAL								
	1	Test must measure: interpersonal skills, situational judgment, Teamwork, cultural sensitivity or equivalent (10 points)						
	1	Job Analysis Survey has been completed and results documented in a final report.						
	1	Copy of Job Analysis Survey administered is included in the job analysis final report.						
	1	Test has been content validated.						
	1	Test has been criterion validated.						
	1	Technical Manual describing the validation process is included in the vendor package.						
	1	City may obtain answer key for candidate test review						

<b>VENDOR NAME:</b>		Police Officer Test			<b>RFP 552-9109</b>			
HEADING REFERENCE	PRIORITY 1 = Critical 2 = Desirable	REQUIREMENTS SUMMARY  (Vendors should refer to the “Scope of Services” for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the “Comments” column and attaching a separate sheet.)	VENDOR RESPONSE					
			Testing Compliance					Comment
			Fully Meets Requirements	Meets Requirement With Exception	Custom Development Required	Does Not Meet Requirement	Not Provided	Y
	1	City is able to score exam on site.						
	1	Test uses multiple choice format with no more than five (5) distracters						
	1	Test can be administered in a group setting.						
	2	Test is in a video format.						
	2	Adverse Impact analysis has been done and documented.						
	2	Empirical Validation was done against on-the-job performance.						
	2	Predictive Criterion Validation Study was done.						
	2	Correction for unreliability of Criterion validation study was done.						

VENDOR NAME: Police Officer Test						RFP 552-9109		
HEADING REFERENCE	PRIORITY 1 = Critical 2 = Desirable	REQUIREMENTS SUMMARY  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Testing Compliance					Comment
			Fully Meets Requirements	Meets Requirement With Exception	Custom Development Required	Does Not Meet Requirement	Not Provided	Y
	2	Correction for restriction of range was done.						

VENDOR NAME: Firefighter Test						RFP 552-9109		
HEADING REFERENCE	PRIORITY 1 = Critical 2 = Desirable	REQUIREMENTS SUMMARY  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Testing Compliance					Comment
			Fully Meets Requirements	Meets Requirement With Exception	Custom Development Required	Does Not Meet Requirement	Not Provided	Y
I. GENERAL / GLOBAL								

VENDOR NAME: Firefighter Test			RFP 552-9109					
HEADING REFERENCE	PRIORITY 1 = Critical 2 = Desirable	REQUIREMENTS SUMMARY  (Vendors should refer to the “Scope of Services” for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the “Comments” column and attaching a separate sheet.)	VENDOR RESPONSE					Comment  Y
			Testing Compliance					
			Fully Meets Requirements	Meets Requirement With Exception	Custom Development Required	Does Not Meet Requirement	Not Provided	
	1	Test must measure: interpersonal skills, situational judgment, Teamwork, cultural sensitivity (or equivalent) as well as mechanical ability. (10 points)						
	1	Job Analysis Survey has been completed and results documented in a final report.						
	1	Copy of Job Analysis Survey administered is included in the job analysis final report.						
	1	Test has been content validated.						
	1	Test has been criterion validated.						
	1	Technical Manual describing the validation process is included in the vendor package.						
	1	City may obtain answer key for candidate test review						
	1	City is able to score exam on site.						

<b>VENDOR NAME:</b> Firefighter Test			<b>RFP 552-9109</b>					
HEADING REFERENCE	PRIORITY 1 = Critical 2 = Desirable	REQUIREMENTS SUMMARY  (Vendors should refer to the “Scope of Services” for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the “Comments” column and attaching a separate sheet.)	VENDOR RESPONSE					Comment  Y
			Testing Compliance					
			Fully Meets Requirements	Meets Requirement With Exception	Custom Development Required	Does Not Meet Requirement	Not Provided	
	1	Test uses multiple-choice format with no more than five (5) distracters.						
	1	Test can be administered in a group setting.						
	2	Test is in a video format.						
	2	Adverse Impact analysis has been done and documented.						
	2	Empirical Validation was done against on-the-job performance.						
	2	Predictive Criterion Validation Study was done.						
	2	Correction for unreliability of Criterion validation study was done.						
	2	Correction for restriction of range was done.						

**Exhibit "A" - 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.

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 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; 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.