

Solicitation 962-9326
Roof Inspections & Replacement Services

City of Fort Lauderdale

Bid 962-9326 Roof Inspections & Replacement Services

Bid Number **962-9326**
 Bid Title **Roof Inspections & Replacement Services**

Bid Start Date **In Held**
 Bid End Date **Dec 22, 2005 2:00:00 PM EST**

Bid Contact **Carrie Keohane**
Procurement Specialist I
Procurement Services
954-828-5141
ckeohane@fortlauderdale.gov

Contract Duration **90 days**
 Contract Renewal **4 annual renewals**
 Prices Good for **30 days**

Bid Comments **The City of Fort Lauderdale is seeking bids from qualified firms to provide roof inspection and replacement services in conjunction with its residential emergency program.**

Item Response Form

Item **962-9326-1-01 - Sloped, Fiberglass**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Roof Replacement, sloped (fiberglass roof), price per square foot. An average 1500 square foot roof x 50 roofs will be used for the estimated annual cost.

Item **962-9326-1-02 - Permit cost, Sloped Fiberglass**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Roof Replacement, Sloped, permit cost

Item **962-9326-1-03 - Flat, Modified Bitumen**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Roof Replacement, flat (modified bitumen), price per square foot. An average 1500 square foot roof x 35 roofs will be used for the estimated annual cost.

Item **962-9326-1-04 - Permit cost, flat roof**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Roof Replacement, flat, permit cost

Item **962-9326-1-05 - Flat roof added to slope roof**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Flat roof added to slope, price per square foot x 6 squares (600 sq. ft.) will be used for the estimated annual cost.

Item **962-9326-1-06 - Additional cost, plywood sheathing**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Additional cost replacement, per square foot, plywood sheathing (in excess of 100 sq. ft.)

Item **962-9326-1-07 - Additional cost, wood facia**

Quantity **1 each**
 Unit Price _____
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Additional cost replacement, per lineal foot, wood fascia

Item **962-9326-1-08 - Additional cost, wood truss repair**
 Quantity **1 each**
 Unit Price _____
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Additional cost replacement, per lineal foot, wood truss repair (2x4 or 2x6)

Item **962-9326-1-09 - Additional cost, wood deck plank**
 Quantity **1 each**
 Unit Price _____
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Additional cost replacement, per lineal foot, wood deck plank

Item **962-9326-1-10 - Additional cost, wood soffitt**
 Quantity **1 each**
 Unit Price _____
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Additional cost replacement, per lineal foot, wood soffitt

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated sub all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. read all attachments including the specifications and fully understand what is required. By submitting this : proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, condition: specifications of this proposal.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: _____
Registration): _____

**(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICAT
AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501
<http://www.dos.state.fl.us/doc/>**

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions? MB
WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received a included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or refere the space provided below all variances contained on other pages of RFP, attachments or proposal page: variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such varia: exception is listed and contained within the proposal documents and referenced in the space provided below. statement is contained in the below space, it is hereby implied that your proposal complies with the full scope RFP.

Variances:

Empty rectangular box for providing variances.

City of Fort Lauderdale GENERAL CONDITIONS

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

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 its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or

origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he 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 Procurement Services Department 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 Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle 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 Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, 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 conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 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.

- 3.16 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.

- 3.17 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 Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** 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, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including 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**01. PURPOSE:**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the contractor(s), to provide roof inspection and replacement services in conjunction with its residential emergency program for Housing & Community Development Division of the Planning & Zoning Department. These services shall be requested "as needed" in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION:

For information concerning the technical specifications or scope of services, contact Housing Programs Manager, Miriam Carrillo, at (954) 828-4513. Such 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. For information concerning procedures for responding to this ITB, contact Procurement Specialist Carrie Keohane at (954) 828-5141.

02.1. Last Date for Questions of a Material Nature:

The last date for receipt of all questions of a material nature is December 14, 2005 by 5:00 pm. It is preferred that all questions be submitted in writing prior to the date and time shown. All questions should be mailed, e-mailed or faxed to the Procurement Services Department, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301, Attn: Carrie Keohane. To facilitate prompt receipt of questions, they can be sent via fax to (954) 828-5576, or e-mail address cleblanc@fortlauderdale.gov. **Proposers please note no part of your ITB response can be submitted via FAX.** The entire bid must be submitted in accordance with the instructions to bidders contained in this ITB.

03. TRANSACTION FEES:

THE CITY OF FORT LAUDERDALE USES RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS, NOR WILL ANY FEES BE CHARGED TO THE AWARDED VENDOR. REFER TO www.rfpdepot.com FOR FURTHER INFORMATION.

04. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a **one (1) year** period. The City reserves the right to extend the contract for up to four (4) 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.

05. ELIGIBILITY:

To be eligible to respond to this ITB, the proposing firm(s) must demonstrate that they, or the principals assigned to the project, have the proper licenses, staff expertise, insurance coverage, and have been in business providing these services for a minimum of five (5) years.

This information shall be included with the ITB response.

- a. Provide documentation to show they are a current state certified and licensed Roofing or General Contractor (GC), and if you are a GC that you primarily perform roofing services in Broward County. Provide copies of all Broward County and City of Fort Lauderdale licenses required to do business as a part of your ITB response.
- b. Have a minimum of five (5) years roofing experience.
- c. Have been established as a licensed business for a minimum of five (5) years with the same legal company name as that shown as the proposer.

Proposers shall include copies of all applicable business licenses, insurance certificates,

and client references with the ITB response. Failure to include this information may be cause for disqualification of your ITB response.

06 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.

07. 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 ITB responsiveness. See Section 1.06 of GC. All variances must be clearly noted in the proposal summary pages, "VARIANCES" section. Details regarding the noted variances may be attached as an appendix to your ITB response.

08. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

09. INVOICES/PAYMENT:

The City will accept invoices no more frequently than once per project. Each invoice shall fully detail all costs and shall specify the status of the project as of the date of the invoice and in accordance with the accepted schedule for that project. The City shall endeavor to pay a correct invoice within thirty (30) days of receipt. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected percentage of work completed.

10. CONTRACT COST ADJUSTMENTS:

The costs as proposed and accepted by the City **shall be firm for the first year of the one-year contract term.** The costs for the second-year and any subsequent extension terms shall be subject to an adjustment only if increases have occurred in the industry and are properly documented. Such adjustment shall be based on the latest yearly percentage increase shall not exceed five percent (5%) in the All Urban Consumers Price Index (CPI-U) or Producers Price Index (PPI) whichever is more applicable as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, 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 cost adjustment shall be submitted to the City at least ninety (90) days prior to the contract anniversary date. 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 reserves the right to cancel the contract upon expiration, and providing written notice to the contractor.

11. 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.

12. CONTRACT COORDINATOR:

The City will designate a contract coordinator whose principal duties shall be:

Liaison with contractor.

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of contractor's performance.

Schedule and conduct contractor performance evaluations and document findings.

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

13. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS:

The City contract coordinator shall develop a contractor performance evaluation report, based on the contract specifications, delivery or completion dates, responsiveness to City requests, and satisfactory contractor's work performance.

The performance rating will be as follows:

Excellent Far exceeds requirements

Good Exceeds requirements

Fair Just meets requirements

Poor Does not meet all requirements and contractor is subject to penalty provisions/notice of pending cancellation for cause under the contract terms.

Non compliance Either continued poor performance after notice or a performance level that does not meet a

significant portion of the requirements. This rating makes the contractor subject to the default or cancellation for cause provisions of the contract.

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

14. TRIAL PERFORMANCE TEST PERIOD:

If the contractor has not previously and satisfactorily performed the services for the City, the City reserves the right to require a test period to determine if the contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the contractor or to select another contractor who will enter into the same requirements for performance trial, unless the City has prior satisfactory experience with the lowest responsive and responsible bidder.

15. DELETION OR MODIFICATION OF SERVICES:

The City reserves the right to delete any portion of this contract at any time without cause.

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

16. ADDITIONAL ITEMS/DUTIES:

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 original ITB.

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.

17. 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.

18. 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.

19. 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. The contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's representative or Internal Auditor for inspection and audit all records and files relative to this contract. The contractor shall maintain and make available such records and files for the duration of the contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of contractor's operations according to generally accepted auditing standards.

20. INSURANCE:

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

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

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 and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person
 \$500,000 each occurrence
 Property damage \$100,000 each occurrence
Combined single limit \$1,000,000 (bodily injury and property damage combined)

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

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.

Construction Insurance (Builder's Risk)

The contractor, at his own cost and expense, shall provide and maintain the applicable construction insurance until the work is accepted by the City of Fort Lauderdale. Said coverage shall be written for 100% of the completed value, covering the City of Fort Lauderdale as an insured with a deductible as provided by contract. All premiums and deductibles shall be at the expense of the contractor.

Hold harmless/Indemnity Agreement

The following Indemnity Agreement shall be incorporated in all contracts where feasible:

"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, costs, changes or other expenses or liabilities of every kind including attorney fees in connection with or arising directly or indirectly out of the work agreed to or performed. Without limiting for foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expense related thereto. Contact City Attorney to confirm current hold harmless and Indemnity agreement requirements and wording.

Waiver of Subrogation (Engineering and Construction Contracts)

Where applicable insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

Subcontractors

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

Certificate of Insurance

The City will require original certificates of insurance only, prior to allowing any contractor

beginning work on City property. This applies to all contractors who are required to submit certificates of insurance. Contractor shall furnish the City of Fort Lauderdale with original insurance certificates to the attention of the person initiating the contract evidencing the following:

- a. Insurance company or companies affording coverage, acceptable to the City;
- b. Naming the City of Fort Lauderdale as an additional insured on all policies except Workers' Compensation.
- c. Effective and expiration dates of policies;
- d. Special endorsements where necessary;
- e. The City will be given 30 days prior written notice of any cancellation or material change in any policy; and
- f. Contractual Liability Endorsement included in Commercial General Liability Policy.

The City shall be named as an additional insured with reference to Commercial General Liability & Automobile Liability insurance coverage. Original certificates of insurance must be submitted to the Procurement Services Department and be approved by the City's Risk Manager prior to commencement of any work.

21. SUBCONTRACTING:

The contractor must be capable of performing all the services as contained in the ITB specifications. All work must be accomplished by skilled and qualified tradesmen and who are employees of the contractor. **If Contractor(s) intend to use a subcontractor in the performance of these services, the same qualifications, requirements, and all other terms and conditions of the ITB shall also apply to the subcontractor. The City reserves the right to approve of any subcontractor proposed. Contractor shall be held fully responsible for the subcontractor's actions.**

Bidder shall include sub-contractor name, address, contact person, qualifications, copies of applicable licenses, insurance, proof of competency, and including client references.

22. DAMAGE TO PUBLIC OR PRIVATE PROPERTY:

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site.

Damage to public and/or private property shall be the responsibility of the contractor and shall be repaired and/or replaced at no additional cost to the City.

23. LOBBYING ACTIVITIES:

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder 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>.

24. CONTRACTORS RESPONSIBILITY

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 8 a.m. and 7 p.m., during normal working days. Exceptions to this schedule can only be made with the prior approval of the City.

The contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.

All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected.

Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealants and lubricants.

Provide all warranties and guarantees prior to final payment. Provide not less than a one-year warranty on material and workmanship where the contractor agrees to correct any defective or faulty work or material that may appear within one (1) year from completion of the work.

Perform the work in accordance with the specifications contained in this ITB and with the current edition of the published "Construction Standards and Specifications" of the Office of the City Engineer, 1982, except as may be noted otherwise. It will be the sole responsibility of the contractor to make himself and his employees fully aware of these provisions.

It shall be the responsibility of the contractor to remove from the job site and properly dispose of all residue at the end of each and every workday. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel. Any materials and/or equipment left on site, shall be done with the contractor, fully and totally responsibility for security.

Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the contractor. Such losses shall be replaced or repaired by the contractor with no additional charges to the City of Fort Lauderdale.

Upon completion, the contractor shall be responsible for leaving the job site free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.

PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

I. GENERAL INFORMATION/SCOPE OF SERVICES:

The City may require any or all of the services contained in the Scope of Services during the contract period.

- A. A roof inspection is to be performed for each property identified by the City's Office of Housing and Community Development Division to determine the extent of damages and whether a full replacement is required.
- B. After inspection, the contractor will provide a written cost estimate outlining quantities and the work to be performed. This estimate will be approved by the City. The contractor will obtain the necessary permits as required to complete the work.
- C. A firm fixed price will be offered for roof replacements as outlined in the ITB proposal pages.
- D. Change orders will be permitted only after receipt of written request from the contractor and after inspection, verification and written approval by City staff.
- E. Contractor shall apply for the proper City permit within three (3) days of receipt of the Notice To Proceed. Extension of the three (3) days must be requested and approved by the City.

I.1. Permits, Taxes and Licenses:

The successful contractor shall be responsible for and, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local laws and ordinances; county, state and federal laws, rules and regulations which are applicable to the business to be carried on under this contract.

I.2. Estimated Quantities: No warranty or guarantee is given or implied as to the actual number of roof replacements that will be available to the contractor during the contract term. It is estimated that 50 sloped roof replacements and 35 flat roof replacements may be required per year, estimated average square footage per roof is 1500 sq. ft. Additional flat roofs (carports, patios) may be added to the replacement roofs as required, estimated flat deck addition average is 6 squares (or 600 sq. ft.).

I.3. Delivery Requirements: Time is of the essence for roof replacement services as it relates to the City Emergency Repair/Rehab Program. We are seeking a company that can complete roofing services no later than five (5) working days after the issuance of the City permit.

II. TECHNICAL SPECIFICATIONS FOR ROOF REPLACEMENT:

- A. **SLOPED ROOF**
 - 1. Obtain proper permits and required inspections from the City (Chapter 3, Florida Building Code and City of Fort Lauderdale City Code of Ordinance).
 - 2. Remove existing roof covering down to bare sheathing.
 - 3.
 - a. Replace all defective sheathing, fascia, and soffit as needed.
 - b. Repair defective trusses as necessary.
 - 4. Prepare sheathing as necessary to receive new roof covering.
 - 5. Install metal flashing as needed.

6. Prepare a new surface and install 1-#30 anchor sheet and new 220 pound (#), 25 year warranted, asphalt fiberglass 3 tab roof shingles.
 7. Include all new metal accessories.
 8. Install pressure treated furring strips as needed.
 9. Replace pitch pan on power conduit, or other roof penetrations.
 10. Replace flat roof attached if required (carport, patio)
 11. Itemize at time of initial estimate, excess/extra wood charges by cost per square foot or linear foot, including labor.
 12. Remove all trash/debris from job site.
 13. All materials shall be in accordance with current Florida Building Code.
 14. The roof replacement shall be completed within ten (10) working days of receipt of the permit.
- B. FLAT ROOF:
1. Remove existing roof covering down to sheathing.
 2. Replace all defective sheathing, fascia and soffit, as needed. Repair trusses as required.
 3. Prepare sheathing, if necessary to receive new roof covering.
 4. Install fiberglass base sheet using tin tags and proper required nails. Replace all defective sheathing with new sheathing to match existing.
 5. Apply 1 layer of fiberglass 15# paper. Mop on with hot tar.
 6. Hot mop asphalt and new 1-ply modified bitumen membrane. (Granular Surface).
 7. Include all new metal accessories.
 8. Apply pressure treated furring strips as needed.
 9. Itemize any and all excess/extra wood charges by cost per square foot or lineal foot, including labor.
 10. Replace flat roof attached if required (carport, patio)
 11. Remove all trash/debris from job site.
 12. All material shall be approved type equal to GAF N-1-1-MG.
 13. The roof replacement shall be completed within ten (10) working days of receipt of the permit.

PART III - REQUIREMENTS OF THE PROPOSAL

All bids must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the bid must respond to all parts of the ITB.

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

All bids must be received in the Procurement Services Department, City Hall, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301 prior to 2:00 p.m. on the date specified.

The bid must be signed by a representative who is authorized to contractually bind the contractor.

IF SUBMITTING A HARD COPY, BIDDERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS ONE (1) COPY OF THE PROPOSAL PAGES, INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS TWO (2) COPIES OF YOUR PROPOSAL

IV. PRICING - ITEM DETAIL COSTS

Please provide a FIRM, FIXED TOTAL COST TO THE CITY FOR ROOF REPLACEMENT SERVICES:

Please provide a detailed breakdown of all costs, including itemized equipment listing, if applicable.

State Warranty Offered on Labor: _____

State Warranty Offered: _____

- ✓ 5 years on labor
- ✓ 25 years on shingle
- ✓ 10 years on flat roof (Modified Bitumen)

1. QUESTIONNAIRE: Please complete all the following information:

1.1. Time Schedule for Services: Are you able to perform the requested services within the time specified in the ITB specifications? (see Part III -Scope of Services, paragraph I.E Delivery Requirements)

YES: NO:

If NO, please explain: _____

1.2. Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____ Years

1.3. Do you have the required licenses, certifications, insurance coverage as required in the ITB specifications, and have you included these document copies with your ITB response?

YES: NO:

1.4. Please list below those management or principle contact persons who will be working with the City, if you are awarded the contract. List name, title or position, and responsibilities.

	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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1.5 Client References: Please provide a list of clients for whom you have provided these services in the last three years with emphasis on other governmental agencies, or developers. Provide name, address, telephone number, contact person, and date service was provided. A MINIMUM OF THREE IS REQUESTED.

1.6. List those City of Fort Lauderdale agencies with which the proposer has had contracts or performed individual assignments during the past three (3) years: