

Solicitation 762-9449
Vending Machine Services

City of Fort Lauderdale

Bid 762-9449 Vending Machine Services

Bid Number 762-9449
 Bid Title Vending Machine Services

 Bid Start Date In Held
 Bid End Date May 3, 2006 2:00:00 PM EDT

 Bid Contact Richard Ewell
 Purchasing
 954-828-5138
 rewell@fortlauderdale.gov

Contract Duration 3 years
 Contract Renewal 2 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide vending machine concession services at various specified City locations, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Item Response Form

Item 762-9449-1-01 - Concession Fee - all machines: Concession Fee - all machines
 Quantity 1 lot
 Percentage
 Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
 100 N. Andrews Ave.
 Ft. Lauderdale FL 33301
 Qty 1

 Description
 Concession Fee - all machines - if applicable

Item 762-9449-2-01 - Concession Fees - per vending machine: 12 oz can soda
 Quantity 1 each
 Percentage
 Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
 100 N. Andrews Ave.
 Ft. Lauderdale FL 33301
 Qty 1

 Description
 Concession fee per machine

Item 762-9449-2-02 - Concession Fees - per vending machine: 20 oz bottle soda
Quantity 1 each
Percentage
Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Qty 1

Description
Concession fee per machine

Item 762-9449-2-03 - Concession Fees - per vending machine: Snack Vending
Quantity 1 each
Percentage
Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Qty 1

Description
Concession fee per machine

Item 762-9449-2-04 - Concession Fees - per vending machine: Coffee Vending
Quantity 1 each
Percentage
Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Qty 1

Description
Concession fee per machine

Item 762-9449-2-05 - Concession Fees - per vending machine: Cold Food Vending
Quantity 1 each
Percentage
Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Qty 1

Description
Concession fee per machine

Item 762-9449-2-06 - Concession Fees - per vending machine: Ice Cream
Quantity 1 each

Percentage
Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Qty 1

Description
Concession fee per machine

Item 762-9449-2-07 - Concession Fees - per vending machine: All Others
Quantity 1 each
Percentage
Delivery Location City of Fort Lauderdale
City of Fort Lauderdale
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Qty 1

Description
Concession fee per machine, please describe type:

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 subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501 (visit <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?
MBE WBE

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of 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 below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide vending concession services at various specified City locations, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning RFP procedures contact the Procurement Specialist, Richard Ewell, at (954) 828-5138. For additional information concerning the technical specifications contained in this RFP contact Business Enterprise Administrative Aide, Donna Perez at (954) 828-5133. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301, attn: Richard Ewell. To facilitate prompt receipt of questions they can be sent via FAX to (954) 828-5650 attn: Richard Ewell, or email Rewell@fortlauderdale.gov. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. SITE VISIT

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. To make arrangements for site inspections, contact Donna Perez, Central Services, at 954-828-5133.

04. ELIGIBILITY

Proposals will be considered only from vendors who are regularly engaged in the providing the services as contained in the RFP. Proposers shall have a minimum of three years prior experience providing these services under the same ownership, and have installations of similar or comparable scale to those requested in the RFP. Proposers shall provide the City with credentials to support prior experience and ability to provide the services as contained in the RFP specifications. Such credentials shall include, but not necessarily be limited to: a list of client references, previous and current contracts for these services, training, and number of years providing such services, Proposer's plant facility, and equipment and products proposed to be used in the performance of the Contract. The City reserves the right to inspect Proposer's facility and equipment, and client installations in making a determination of Proposer's ability and capacity to perform the requirements of the RFP.

PART II - RFP SCHEDULE

Release RFP	4/03/06
Last Date for Receipt of Questions of a Material Nature	4/12/06
Addendum Release (If required)	4/19/06
PROPOSAL DUE (Prior to 2:00 PM)	5/03/06

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 09/04 (GC) are included and made a part of this RFP.

02. VARIANCES

While 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 GC.

03. 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.

04. 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.

05. 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.

06. PROPOSERS' COSTS

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

07. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

08. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

09. CONTRACT PERIOD

The initial contract term shall commence June 19, 2006 or date of award, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for two (2) 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.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the City.

10. PRICING

All pricing must include delivery and be quoted FOB: Destination.

11. COST ADJUSTMENTS

The selling prices offered and accepted must remain firm for the first full year of the contract term. The commission fee offered and accepted by the City may be subject to adjustment during the contract period, and for any extension terms, based on City review of gross sales, products offered, changes in City vending facilities, and/or if very unusual and significant changes have occurred in the industry.

Such adjustments shall be by mutual agreement between the City and the Contractor, and may include additional considerations including, but not necessarily limited to the **the latest yearly percentage (%) increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Department of Labor.** The yearly increase, or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested retail sales price or commission fee adjustments shall be fully documented and submitted to the City at least sixty (60) days prior to

the contract anniversary date.

Any approved adjustments shall become effective upon the anniversary date of the contract, or on a date mutually agreed to between the City and the Contractor. The City may, after examination, refuse to accept the adjustments if they are not properly documented or are considered by the City to be insufficient or excessive, as may be applicable.

In the event that the City determines that the adjustment request as submitted is not properly documented, or are considered unacceptable, and the matter can not be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

12. 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.

While this contract is for services provided to the City's Business Enterprises Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

13. DELETION OR MODIFICATION OF SERVICES

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

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

14. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

15. 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.

16. 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.

17. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. INSURANCE

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.

Certificate holder shall be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

19. 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>.

20. 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 the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

21. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to 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 may be from thirty to ninety 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.

22. SUB-CONTRACTING:

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

23. MONTHLY CONCESSION FEE

The Contractor shall pay the City a monthly concession fee, based on the net sales income earned from the vending machines. This concession fee shall be based on Contractor providing the lowest resale prices for benefit of City employees for products dispensed within City owned or leased facilities, while generating a revenue to the City. In public facilities resale prices shall be proposed by the Contractor which are fair and reasonable, generate a revenue to the City, but shall be subject to mutual agreement between the Contractor and the City. This monthly concession fee may be subject to renegotiation between the City and the Contractor, during the Contract period, if it is determined that: (a) the monthly fee is insufficient based on Contractor gross sales, (b) retail sale prices adjustments are necessary, and/or (c) the City and Contractor mutually agree on an adjustment based on a review of all contractual factors.

24. 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.
- Approve all work performed or items delivered.

25. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating 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 under the contact.
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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. SCOPE OF SERVICES

The City is seeking a Contractor to provide, install, maintain and service a turn-key vending concession operation at City Hall, and at several City facilities for the convenience of City employees and for public vending concessions at specific other City locations within the City limits. The main vending concession for employees is located within City Hall, 100 N. Andrews Avenue, 8th Floor, Ft. Lauderdale, FL. The building operation hours are from 7:45AM until 5:00PM, Monday through Friday, City observed holidays excluded.

- 1.1. City Hall - Concession Background: Approximately 200 people work in City Hall on a daily basis. Since 1995, City Hall vending has been provided under a vending machine contract that offers a variety of breakfast, lunch and snack items for City employees convenience. The Vending Concession area and break room facility on the 8th Floor provides a place for employees who “brown bag” and also make selections from the vending machines, for breakfast, lunch and breaks.

Vending Equipment Requirements:

1. Canned soda machine
2. Ice Cream Machine
3. Coffee Machine – offering regular/decaf coffee, cappuccino and tea;
4. 20 oz Bottled soda/water machine
5. Snack machine
6. Food Machine – rotating refrigerated machine dispensing breakfast items, sandwiches, fruit juices, desserts, soups, salads, bottled water, etc.
7. Change Machine – converting \$1 and \$5 bills at the minimum
8. Microwave oven (1) – for the convenience of concession clients.

1.2. Other City Facility Concession Locations:

- a. Parking Services: 290 NE 3rd Avenue, 2nd Fl

Vending Equipment requirements:

1. Canned soda machine
2. Snack machine

- b. Building Services, 700 NW 19th Avenue.

Vending Equipment requirements:

1. 20 oz Bottled soda/water machine
2. Snack machine
3. Food Machine - rotating refrigerated machine dispensing breakfast items, sandwiches, fruit juices, desserts, soups, salads, bottled water, etc.

- c. City Marine Facilities:

1. Las Olas Marina, 240 Las Olas Circle

Vending Equipment Requirements:

- a. Bottled water/ soda machine in Marina office.
- b. Bottled water/soda machine in laundry room.

2. Cooley's Landing Marina, 450 SW 7th Ave.: (1 Unit)
 This is a "comfort station" used by the boaters with key access.
 Vending equipment requirements:
- a. Canned soda machine

- d. New River/Riverwalk, Dockmaster Main Office, 2 S. New River Drive, East.
 Vending Equipment Requirements:
 1. Canned soda machine (1)

- e. Fort Lauderdale Executive Airport Administration Bldg., 6000 NW 21 Avenue
 Vending Equipment Requirements:
 1. Canned soda/water machine (1)

2. BUILDING OPERATION HOURS

City Hall: 7:45 AM – 5:00 PM, Mon thru Fri
 Building Services Building: 8:00AM – 4:30PM, Mon thru Fri
 Parking Building: 7:45AM – 4:00PM, Mon thru Fri
 New River Dockmaster: 8:00AM – 5:00PM, Mon thru Fri
 Las Olas Marina, Main Building: 8:00AM – 5:00PM, Daily
 Cooley's Landing: 8:00AM – 5:00PM Daily
 Fort Lauderdale Executive Airport Admin Bldg. 8:00AM – 5:00PM, Mon thru Fri

3. EQUIPMENT REQUIREMENTS

The successful Contractor shall provide new, or like new, nationally recognized, name brand equipment, i.e. Dixie/Narco, Crane, National, Rowe, AP Products, or City approved equivalent. Proposers shall furnish the manufacturer and models of equipment proposed, including specifications of capacity, and variety of product to be dispensed. Technical data, including pictures shall be included as a part of the RFP response.

3.1. Vending Equipment Installation: Vending equipment shall be installed to present an attractive, flush front, matched, uniform configuration. Equipment shall be secured to provide for safe, secure operation, and to prevent tipping, or shifting. The vending equipment shall be aesthetically finished with decorative treatment, to appear "built-in". Contractor shall be responsible to furnish, at its sole expense, all materials, formica, metal or plastic decorative panels, and labor for a complete, attractive, uniform installation, in accordance with the current City layout.

The vending machine location in City Hall measures approximately 29 ft. long (including 2 pillars) and is approximately 30 inches (") deep.

The prep/counter area is approximately 12 foot long x 2 foot wide and includes a wet sink. Counter and cabinetry, above and below counter area, will be provided by the City.

Building Services vending area measures approximately 9'3" long and 40" deep.

Parking Services vending area measures 6' 8" long and is approximately 40" deep.

New River Dockmaster main office vending area measures approximately 42" long and is

approximately 35" deep.

Cooley's Landing vending area measures approximately 50" long by 40" deep.

Las Olas Marina's vending areas measure approximately 42" wide and approximately 40" deep in the office location and 60" wide by 42" deep in the laundry room location.

Fort Lauderdale Executive Airport Admin Bldg. measures approximately 42" wide by 40" deep.

Proposed style, finish(es) and color(s) of vending equipment and decorative treatment shall be subject to prior approval by the City.

3.2. Types of Vending Service/Machines/Proposed Sell Prices: Proposer should make a site visit and review the existing vending equipment at each location to determine: available space for installation and the proposed set-up, vending machines, capacity, variety and product mix required to properly service the needs of the City.

Proposer shall include as a part of it's proposal the quantity, and variety of machines proposed, as well as a complete listing of proposed products, including brand names of foods and beverages. Only nationally recognized, premium brands should be proposed.

The City reserves the right to request changes in products offered, in its best interests and those of it's employees. The Contractor shall endeavor to accommodate the City requests, or to provide justification for rejection. All product change requests would be subject to prior agreement and approval in writing by the City.

The Contractor may request changes in vending equipment or products if sales do not warrant continuation. Such requests shall be submitted in writing for review and consideration by the City. If the request is found to be properly documented and the changes warranted, a mutual date will be agreed for such exchange between the City and the Contractor.

All vending equipment shall have the ability to accept \$1.00 U.S. currency and various coins, and dispense change for vended products. Proposer shall specify details on change and bill changer capacity.

The successful proposer will be required to have a route driver service the City Hall and Building Services vending operations a minimum of three (3) times/per week, Monday, Wednesday & Friday. The other locations may be done on an "as needed" basis, or as mutually agreed to between the Contractor and the City.

It is the Contractor's responsibility to keep all vending machinery clean, both inside and outside. Machines should be wiped down and sanitized on each visit and a thorough cleaning done not less than once per week.

Proposer shall submit as a part of the RFP response the following information:

Average response time for mechanical problems. 24 hrs from City contact with Contractor is considered the maximum time, but it is preferred same day response will be provided.

Service to vending machines may only be done Monday through Friday at City Hall, the

Building Services Building, the Parking Building and the Fort Lauderdale Executive Airport Admin Building. These facilities are closed on weekends and City recognized holidays.

Proposer shall provide vending machines for the following products, and include proposed sell prices for each selection:

A. Cold Sodas: Brands should include a variety of Coca-Cola and Pepsi products, regular and diet, as well as caffeine free.

Only Coca-Cola and Pepsi soda products are acceptable.

Proposer should include with this product assortment nationally recognized brands of iced teas, regular and decaffeinated. A minimum of eight soda selections is desired.

B. Juices: Products shall be only nationally recognized brands, and include a variety of 100% pure juices, and less expensive juice blend beverages. Proposer shall include list and number of proposed juices, as well as juice blend products.

C. Hot Coffee/Chocolate/Tea: The City shall provide the city water connection for this equipment. Equipment shall dispense cups, or contain a sensor option for use of customer cup, if such option is available. Lids to fit dispensed cups shall be provided by contractor in dispenser near coffee/tea/chocolate vending machine.

Proposer shall specify what products, brands, and variety of beverages are offered. Coffee and tea products, if applicable, shall include both regular and decaffeinated varieties, and may additionally include international coffee selections, including espresso and/or cappuccino. Proposer shall include details regarding brew method, if applicable, or instant product. It is preferred that water used in this equipment be filtered, if possible.

Proposer shall provide details on proposed equipment which specifically addresses whether equipment has self-contained water filtering mechanism, alternative in-line filter system, or no filter system.

If equipment provides self-contained filter or proposer provides alternate in-line filter system, maintenance and proper changing of filters systems shall be the responsibility of the successful Contractor.

D. Snacks: This equipment should provide a large and diverse individual prepacked product array. Products should include name brands, only: chewing gums, candies, rolled candy products (i.e. Lifesavers, etc.), including regular and sugar-substitute products, a variety of chip products, crackers, cookies, etc. Proposer shall provide a listing of proposed products, number of selections, capacity of equipment (#/servings/per selection).

This machine should be a large capacity unit with up to 45 selections and 800 total products. Proposer shall specify size equipment proposed and/or alternate proposal for multiple smaller units. Final determination of selected unit(s) shall be made by the City.

E. General Merchandiser/Hot Meals: This machine should offer a variety of foods which may require additional heating/microwave equipment to be provided by the Contractor. Products should include a variety of: snack and lunch foods, including fresh ready-to-eat sandwiches, soup products (ready-to-heat/eat or requiring addition of water and

heating); breakfast biscuits, muffins, rolls, fresh salads(green and deli-types), burritos, individual canned lunch products, pizza/french bread entrees, other heat-and-eat entree items. Other items such as cereals, yogurt, puddings, and milk should also be available from proposed equipment. All items shall be maintained, rotated and replaced in accordance with all applicable local, state and FDA food storage regulations (i.e. refrigerated at proper temperatures), to insure freshness. All products shall be dated in accordance with FDA regulations. All fresh products, including sandwiches, baked goods, salads, and deli products shall be replaced not less than two times/per 5 day work week to prevent spoilage. It is preferred that these items be changed two or three times/per week. Contractor shall provide necessary microwave equipment at the City Hall location for use with products vended from this equipment.

The City desires to provide a high quality food selection for it's employees and the public, and will consider additional vending equipment which provides frozen name brand products which are cooked in microwave equipment provided by the Contractor. This equipment may be in addition to the General Merchandiser specified above. Proposer shall provide complete details on this equipment and proposed products. Only nationally recognized products will be acceptable.

No tobacco or alcohol products shall be sold, offered, or given away by the Contractor on City property.

Proposer may offer other vending machines and products, which are not specifically listed, for City consideration. The City shall be the final determination of the types of vending equipment, and product variety approved for this vending concession.

F. Microwave Ovens: The City anticipates one microwave oven for City Hall location should be provided by the Contractor to properly service this vending concession. Proposer should include this equipment and necessary stand(s), if required.

G. Separate Bill Changer: Proposer shall provide, install, and maintain a separate bill changer capable of changing \$1.00 and \$5.00 bills at the City Hall location. This equipment shall be inspected and replenished on a routine basis to insure adequate service levels for City employees.

4. CONCESSION FEE

Proposer shall offer the City a concession fee based on the gross sales less applicable sales taxes. Proposer shall offer this fee based on total sales from all vending equipment, or based separately for each type of vending machine, if applicable.

It is the City's intent to offer these vending concession products to employees at the most reasonable prices while providing a maximum concession return to offset the City's cost of operation and maintenance of this employee area.

The concession fee(s) offered and accepted by the City may be subject to renegotiation between the Contractor and the City during the Contract term, if the City shall determine this necessity. Such adjustment considerations shall be based on the terms, and conditions contained in the RFP.

The monthly concession fee may be subject to re-negotiation between the City and the Contractor(s) during the contract extension periods, if it is determined that:

- a) The monthly fee is insufficient based on Contractor gross sales;
- b) Retail sales price adjustments are necessary, and/or
- c) City maintenance and operating costs change.

5. RESALE PRICING

Proposer shall provide a complete suggested sell price structure for all items proposed. Such pricing shall be in accordance with the City's desire to provide affordable food service for its employees, while offering a maximum return to the City to offset its operation and maintenance costs. All prices shall be subject to City approval. No changes to product pricing may be implemented without prior approval by the City.

6. VENDOR RESPONSIBILITIES

- a. Provide, install equipment, provide all necessary labor and supervision to: rotate, replace and replenish products and supplies; service and maintain all equipment in continuous operating condition; clean, sanitize, and replace components, including water filters, if applicable, for all equipment; maintain a neat, orderly, and clean environment for both food service and general appearance; repair or replace defective equipment to insure minimum service downtime.
- b. Service/Maintenance/Replacement of Equipment or Products: The City shall expect prompt service from the Contractor in response to down equipment, vending problems related to lost monies, equipment failure, or product complaints. Service calls shall be responded to within twenty-four (24) hours from City report.
- c. If equipment repairs cannot be made on site, and downtime is determined by the City to be excessive, the Contractor may be requested to replace the equipment with a loaner unit, until repair can be completed, or a permanent replacement is provided by the Contractor. Complaints regarding spoiled product shall be immediately addressed by the Contractor. The Contractor shall completely refund the vending price for any defective or spoiled product, and provide replacement at no additional cost to the City, at the time of Contractor service response.
- d. Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.
- e. Contractor personnel shall be adequately trained, present a professional appearance, and be readily identified by uniform or identification badge as an employee of the Contractor while on City property.
- f. Refunds: The Contractor shall provide the City with a refund "fund" to allow immediate reimbursement to customers for lost monies related to equipment malfunction, or product complaint. Proposer shall include as a part of the RFP response, the procedure for handling refunds, and the turn-around time for addressing product complaints/replacement. The final procedure for refunds shall be subject to agreement and approval by the City.

- g. Contractor shall be solely responsible for all losses due to theft, vandalism, acts of God, or force majeure.
- h. Sales Reporting/Gross Receipts: Contractor shall provide the City with a detailed monthly gross sales report for each vending machine, and the total monthly gross sales for all machines. This report shall include all test vend, refunds, and sales taxes applicable, and reflect the total net sales on which the City's concession fee shall be based. Losses of cash as a result of vandalism, etc., shall not be deducted from commissions to be paid to the City.

The City reserves the right to audit all records, books of account, and machine validation records, and the Contractor shall agree to make readily available, provide all such documentation, and cooperate in any investigation on request by the City.

Upon award of a Contract by the City, the Contractor shall be notified as to the procedure for distribution of monthly concession fees. Checks shall be distributed in accordance with arrangements determined by the City and its department representatives.

- i. Taxes: Retail sales and rental taxes are the responsibility of the Contractor, and shall be handled in accordance with Florida State statutes.
- j. Signage/Merchandising/Marketing Promotions: Contractor will work with the City to determine a need for area signage, and if required, provide such signage without any cost to the City. Contractor should present any plans for merchandising or marketing promotions to the City and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Contractor without prior approval by the City.
- k. Garbage Removal,: Contractor shall be responsible for removal of all empty cartons, defective and spoiled products from the vending area to a waste disposal area designated by the City.

7. DEFAULT IN PAYMENT

A monthly report of gross receipts and the monthly payment is due not later than fifteen (15) days after the close of each month.

In the event the Contractor fails to pay this monthly fee within five (5) days of the above due date, there shall be an additional charge of \$50.00 payable to the City for such late payment.

If the payment and accumulated penalties are not received within twenty (20) days after the above due date, the City may take the necessary steps to cancel the contract and may impound Contractor's vending equipment until such time as the payments due have been received in full.

8. DISCONTINUATION OF SERVICE

If during the course of the Contract term, the Contractor shall determine that a specific location and/or vending machine is not providing an adequate revenue to the Contractor to warrant

continuation of service at that specific location, the Contractor shall submit in writing a detailed request for removal of this equipment. The request must provide documentation of gross sales, the type of merchandise vended, location and accurate record of sales and revenue generated for this specific equipment and the period of time. The request shall be directed to the Procurement Services Department and the applicable department for evaluation and further action.

9. CITY RESPONSIBILITIES

The City shall provide the following:

- a. Water service to vending area for connection to coffee unit;
- b. Electrical connections, one per vending machine; standard 110volt, 40 amp is proposed for microwave equipment; 110V 20-30 amp service is proposed for standard vending units. Proposer shall include as part of the RFP response, their electrical requirements, if other than what is stated in the RFP. Electricity for machine operation.
- c. Counter area with sink, hot and cold running water, where applicable. A hot water dispenser may be provided by the City for use to reconstitute soup, or instant vended products, if desired. Proposer should indicate if this would be desirable feature.
- d. Vending area space.
- e. Janitorial service to maintain common areas, where applicable.

Any responsibilities not specifically shown as the City's responsibilities are determined to be the responsibility of the Contractor, or as may be mutually agreed upon between the City and the Contractor during the contract term.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

<u>EVALUATION CRITERIA</u>	<u>WEIGHT FACTOR</u>
1) Demonstrated experience of proposer, equipment and products proposed.	15%
2) Client references, operational capability, personnel resources, qualifications, service responsiveness.	15%
3) Ability to meet City's time schedule for contract commencement.	5%
4) Proposed vending set-up.	5%
5) Services schedule for refilling machines and service calls and number of other customers within 15 miles of City Hall.	15%
6) Design, décor and narrative understanding of Scope of Services, including any additional optional Services or equipment proposed as part of this Contract.	5%
7) Proposed sell prices.	20%
8) Concession fee offered to the City	20%

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Fort Lauderdale City Commission for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers

as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. 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. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VI - REQUIREMENTS OF THE PROPOSAL

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

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

All proposals must be received prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

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

**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 PART II TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Preliminary Scope of Services

Provide an outline detailing your approach and concept to the project, and provide a proposed scope of services to demonstrate an understanding of the project. This section should contain a statement of understanding of the critical issues and opportunities associated with the project including the ability of Contractor to commence servicing on June 19, 2006. Narrative should include the following: Explanation of refund policy; Describe the bill changer and change capacity; List any electrical needs above 110 volt, 20 – 30 amps standard; Money collection & reporting methodology e.g., machine beg/end counter numbers; and location of service facilities.

Tab 2: Equipment & Product Pricing

Proposer shall include a detail listing of equipment (brands and types) including design and décor proposed (include photos of similar projects if available), literature, capacity, products – including brand names and proposed selling prices/per item, in accordance with the RFP specifications. This information should be provided per vending machine/per product.

Tab 3: State number of years experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. List any licenses, permits or certifications, etc. held for performing this type of work.

Tab 4: List those persons who will have a management position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

Tab 5: List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences. Also list current clients within a 15 mile radius of Fort Lauderdale City Hall.

Tab 6: List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 7: Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

Tab 8: Concession Fee: Proposer must indicate the concession fee(s) to be paid to the City, in Accordance with the RFP specifications. If concession fee is proposed per vending machine, please indicate this information in your RFP response. Include complete details of formula for concession fee proposed.

a. Concession fee, all vending machines, if applicable: _____%

OR

b. Concession fee(s) per vending machine:

Description: 12 oz can soda _____%

Description: 20 oz bottle soda _____%

Description: Snack vending _____%

Description: Coffee Vending _____%

Description: Cold Food Vending _____%

Description: Ice Cream _____%

Description: _____ %

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 762-9449, Vending Machine Concession

OPENS 5/3/06

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) "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; 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. 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.