CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

662-9532

TRAFFIC AND TRANSPORTATION ENGINEERING CONSULTANT SERVICES - CCNA

Rick Andrews

954-828-4357

Bid 662-9532
TRAFFIC AND TRANSPORTATION ENGINEERING CONSULTANT SERVICES - CCNA

Bid Number	662-9532
Bid Title	TRAFFIC AND TRANSPORTATION ENGINEERING CONSULTANT SERVICES - CCNA
Bid Start Date	Jun 21, 2006 8:36:30 AM EDT
Bid End Date	Jul 26, 2006 2:00:00 PM EDT
Question & Answer End Date	Jul 10, 2006 5:00:00 PM EDT
Bid Contact	Rick Andrews Procurement Specialist II Procurement 954-828-4357 Randrews@fortlauderdale.gov
Contract Duration	2 years
Contract Renewal	3 annual renewals
Prices Good for	90 days
Bid Comments	The City of Fort Lauderdale, FL invites qualifications proposals that offer to provide Professional Traffic and Transportation Engineering Consultant Services. The City of Fort Lauderdale is interested in entering into a continuing contract for professional services with a Traffic and Transportation Engineering firm to provide Professional Traffic and Transportation Engineering Consultant Services for various City projects. Work to be accomplished under this contract will include, but not be limited to, various, but not as yet specifically identified, Traffic and Transportation projects in which construction costs do not exceed $1,000,000; and Traffic and Transportation study activity when the fee for such professional service does not exceed $50,000 as mandated by Florida Statutes. The initial term of the continuing contract will be for (2) years. The City reserves the right to renew the contract for up to three (3) subsequent one-year terms based on satisfactory performance and mutual agreement.

Item Response Form

Item	662-9532-1-01 - Traffic and Transportation Engineering Consultant Services
Quantity	1 lot

Prices are not requested for this item.

Delivery Location	City of Fort Lauderdale City of Fort Lauderdale-Procurement Svs 100 North Andrews Ave. Room 619 Fort Lauderdale FL 33301 Qty 1

Description

Provide a qualifications proposal for professional traffic and transporation consultant Services

Request for Qualifications

RFQ # 662-9532

for

A CONTINUING CONTRACT FOR PROFESSIONAL TRAFFIC AND TRANSPORTATION ENGINEERING CONSULTANT SERVICES
(CCNA – Consultants' Competitive Negotiation Act)

Venice of America

City of Fort Lauderdale

Issued on behalf of: THE ENGINEERING DEPARTMENT

Department of Procurement Services
Rick Andrews, Procurement Specialist
Fort Lauderdale City Hall
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, Florida 33301
Web Site Address: www.fortlauderdale.gov/purchasing

Submission Deadline

Day/Date:	**Wednesday, July 26, 20006**
Time:	**2:00 PM EST**
Location:	**Fort Lauderdale City Hall** **Procurement Department** **100 N. Andrews Avenue, #619** **Fort Lauderdale, FL 33301**

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Notice and Public Advertisement

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Sealed written Responses shall be received by the City of Fort Lauderdale, Department of Procurement Services, no later than the date, time and at the location indicated above for receipt. Submittal of Response by fax is not acceptable. Proposals shall be submitted electronically through RFP Depot. When utilizing RFP Dept, only one submittal is required. If proposer chooses to submit hard copies instead, than ONE (1) original and SEVEN (7) copies of your sets of response forms must be returned to the City or your response may be disqualified.

SECTION I - RFQ SCHEDULE

Release RFQ	6/20/06
Last day for questions	7/10/06
PROPOSAL DUE (Prior to 2:00 PM)	**7/26/06**
Evaluation Committee Review and Short Listing of Proposals (Estimated)	8/14/06
Oral Interviews with Finalists and Selection of First Ranked Consultant (Estimated)	8/30/06
City Commission for approval to negotiate with 1st ranked consultant (estimated)	9/19/06

Upon approval from Commission to negotiate, negotiations will begin with first ranked consultant. Should the City be unable to negotiate a satisfactory contract with the first ranked consultant, at a price the City determines to be fair, competitive and reasonable, the negotiations with that firm will be formally terminated. The City shall then undertake negotiations with the second ranked firm. If those negotiations fail, the City will undertake negotiations with the third ranked. The City may award multiple contracts and reserves the right to also negotiate a contract with the second or the second and third ranked Consultant(s) as is in the City's best interest.

SECTION II - INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1. The City of Fort Lauderdale, FL ("City"), through its Department of Procurement Services invites proposals that offer to provide **Professional Traffic and Transportation Engineering Consultant Services**. These services are described in greater detail in Section III: "*Scope of Services.*"

1.2 TRANSACTION FEES:
THE CITY OF FORT LAUDERDALE WILL USE 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.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE RFP DEPOT TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

1.3. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. 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 (See addendum section of RFP Depot Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.4. Lobbyist Ordinance
ALL CONSULTANTS PLEASE NOTE: Any consultant submitting a response to this solicitation is responsible for being aware of, and complying with City of Fort Lauderdale Ordinance No. 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, FL, or the ordinance may be viewed on the City's website at http://www.fortlauderdale.gov/documents/index.htm. Questions concerning whether you may or may not need to comply with said ordinance, please contact the City of Fort Lauderdale City Clerk's Office at 954-828-5002.

1.5. Award of Contract(s)
A Contract or Contracts, (the "Contract" or Agreement") will be awarded in accordance with City Commission approval, and Florida Statues, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract(s) with the Consultant(s) that is determined to be in the City's best interest. Such contract(s) will be furnished by the City and contain certain terms as are in the City's best interests. The City may award multiple contracts and reserves the right to also negotiate a contract with the second or the second and third ranked Consultants as is in the City's best interest.

1.6 Contract Period
The initial term of the contract(s) will be for two (2) years. The City reserves the right to renew the contract(s) for up to three (3) subsequent one-year terms based on satisfactory performance and mutual agreement.

1.7. Unauthorized Work
The Successful Consultant(s) shall not begin work until a City Purchase Order or Notice to Proceed or Task Order is received.

1.8. Instructions

Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

1.9. Changes / Alterations

Consultant may change or withdraw a Proposal at any time **prior to** Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

1.10. Sub-Consultant(s)

A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFQ. ***Consultant must clearly reflect in its Proposal the major Sub*-Consultant *to be utilized in the performance of required services***. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

Consultants shall include in their Responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the Successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, any applicable licenses, references, ownership, and other information required of Consultant.

1.11. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Department of Procurement Services. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will **NOT** be responsible for any oral instructions, clarifications, or other communications.

1.12. Disqualification

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

1.13. Responses/Proposal Receipt

Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFQ. After that date and time, Responses will **not** be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFQ.

1.14. INSURANCE:

The Successful Consultant(s) shall furnish to City of Fort Lauderdale, c/o Department of Procurement Services, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. COMMERCIAL GENERAL LIABILITY

A. Limits of Liability
Bodily Injury and Property
Combined Single Limit

Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Personal and Adv. Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required
City of Fort Lauderdale included as an Additional Insured
Employees included as insured
Contractual Liability
Waiver of Subrogation
Premises/ Operations
Care, Custody and Control Exclusion Removed

II. AUTOMOBILE BUSINESS

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required
City of Fort Lauderdale included as an Additional Insured
Employees included as insured
Waiver of Subrogation

III. WORKER'S COMPENSATION

Limits of Liability
Statutory-State of Florida.

IV. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit

Each Occurrence	$1,000,000
General Aggregate Limit	$1,000,000

Deductible- not to exceed 10%

The City is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**
The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Consultant(s).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than “A-” as to management by the latest edition of Best’s Key Rating Insurance Guide or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

1.14. INSURANCE (cont):

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY RFQ NUMBER AND/OR TITLE OF RFQ MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Consultant(s) of his liability and obligation under this section or under any other section of this Agreement.

The Successful Consultant(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the project. **If insurance certificates are scheduled to expire** during the contractual period, the Successful Consultant(s) shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. **In the event that expired certificates are not replaced** with new or renewed certificates that cover the contractual period, the City shall:

A) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the RFQ.

B) The City may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Consultant(s) in conjunction with the violation of the terms and conditions of the Contract.

1.15. CONSULTANT'S COSTS

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

1.16 RFQ DOCUMENTS

The consultant shall examine this RFP carefully. The submission of a proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

By submitting a proposal each firm is confirming that the firm has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).

The Consultant acknowledges that they have read the above information and agrees to comply with all the above City requirements.

SECTION III - SCOPE OF SERVICES

The City of Fort Lauderdale is interested in entering into a continuing contract for professional services with a Traffic and Transportation Engineering firm to provide Professional Traffic and Transportation Engineering Consultant Services for various City projects. Work to be accomplished under this contract will include, but not be limited to, various, but not as yet specifically identified, Traffic and Transportation projects in which construction costs do not exceed $1,000,000; and Traffic and Transportation study activity when the fee for such professional service does not exceed $50,000 as mandated by Florida Statutes. The initial term of the continuing contract will be for (2) years. The City reserves the right to renew the contract for up to three (3) subsequent one-year terms based on satisfactory performance and mutual agreement. Interested firms must provide full Traffic and Transportation study activity professional services to the City using in-house staff or consultant services.

The following is a typical, non-exclusive list of services that may be required on an as-needed basis, as requested by the City and as set forth in an individual Task Order, and upon authorization by the City for such individual Task Orders:

A. Site plan review as it applies to on-site circulation, offsite traffic impacts and access and associated necessary roadway improvements, on-site and off-site parking, pedestrian and vehicular conflicts, minimizing traffic intrusion on residential streets and plat review.

B. Provision of written comments on site plans reviewed in accordance with the schedule developed by the City Development Review Committee (DRC) Chairman.

C. For task orders awarded to CONSULTANT, attendance at regularly scheduled DRC meetings, Development of Regional Impact (DRI) project meetings and additional meetings with CITY staff and developers as needed.

D. Attendance at additional meetings with developers and CITY staff as needed for individual projects.

E. Undertake traffic and transportation engineering and planning projects on an as needed basis and assigned by Task Order approved by CITY. Such projects may include traffic, highway and parking lot designs, traffic studies and analysis, preparation of traffic impact studies, transportation planning, and other services of the kind generally required in traffic engineering. For projects of this type, a written Task Order will include a scope of services for the project and a negotiated fee with CONSULTANT.

In performing these services, CONSULTANT may be required to analyze:

a. Traffic generation rate assumptions.
b. On-site circulation and geometrics.
c. Off-site circulation, geometrics and associated improvements to roadway networks.
d. On-street and off-street parking issues.
e. Pedestrian and vehicle conflicts.
f. Neighborhood compatibility issues as such issues relate to traffic intrusion on residential streets.
g. Conformance with concurrency requirements.

SECTION IV - SUBMITTAL REQUIREMENTS

INSTRUCTIONS FOR SUBMITTING A RESPONSE

The following information and documents are required to be provided with Consultants response to this RFQ. Failure to do so may deem your proposal non-responsive.

3.1 Submission Requirements

Proposals shall be submitted and received on or before 2:00 P.M., EDT, on date indicated in schedule, On the RFP Depot site, or if a proposer chooses to submit hard copies instead, an original and SEVEN (7) copies of your proposal are to be delivered to: 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301. It is the sole responsibility of the consultant to ensure the proposals are received on or before the date and time stated, and in the format stated. Proposals received after this deadline will not be considered.

A. CONTENTS OF QUALIFICATION STATEMENT / SUBMITTALS: (to be indexed and submitted in the order listed)

The selected consultant shall demonstrate a proven track record in Professional Traffic and Transportation Engineering Consultant Services for similar projects, and shall demonstrate a thorough understanding of Traffic and Transportation Engineering and posses the necessary expertise and experience to complete assigned projects. Consultants shall demonstrate where they have successfully achieved rapid implementation of similar type projects and have a history of delivering projects on time and under budget.

1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

2. Proposal Letter / Letter of Interest

Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project.

3. Qualifications of the Firm

Respondents must submit a **Standard Form 254** and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Firm should be established as a legal entity in the State of Florida; Document if your firm is a Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc; Relative size of the firm, including management, technical and support staff; Licenses and any other pertinent information shall be submitted. Submittals that do not contain such documentation may be deemed non-responsive.

4. Qualifications of the Project Team

Respondents must submit the **Standard Form 255** for each project. List the members of the project team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive.

4(a). Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Individuals MUST have a minimum of five (5) years' experience in required discipline, and have served as project manager/construction manager on similar projects on a minimum of three previous occasions.

5. Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology.

Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

6. References

A minimum of three references is required. Should be of projects with similar scope as indicated. Information should include:

* Client Name, address, contact person phone number and e-mail if available.
* Description of work.
* Year the project was completed.

7. Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, include your certification. If awarded a contract as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Small Business Development Division.* 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.

If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts for this project in meeting M/WBE procurement goals under Florida Statutes s287.09451

8. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

9. Joint Ventures

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

10. Sub-Consultants

Consultant must clearly reflect in its Proposal any Sub-Consultants proposed to be utilized along with a summary of their background and qualifications. The City retains the right to accept or reject any Sub-Consultants proposed.

11. Disputes, Litigation and Defaults

Applicant shall disclose any existing or the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of two years prior to the submission of this proposal.

SECTION V - EVALUATION/SELECTION PROCESS

A Selection and Evaluation Committee consisting of design professionals and City staff will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ. The consultant shall furnish the City such additional information as the City may reasonably require.

The committee will score and rank all responsive proposals and determine a minimum of three (3), firms deemed to be the most highly qualified to perform the required service, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The selected firms will be required to provide brief public presentations to the Committee for final recommendation ranking. The City will not be liable for any costs incurred by the consultant in connection with such presentation.

In accordance with §287.055, the Evaluation Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Evaluation Committee deems to be in the best interest of the City. The City Commission of the City of Fort Lauderdale, FL, shall be requested to authorize staff to negotiate a contract with the first ranked consultant. Additional negotiations may occur in accordance with Florida Statues.

EVALUATION CRITERIA
Responses shall be evaluated based upon the following criteria and weight:

CRITERIA	PERCENTAGE
Qualifications of firm: To include years of experience, licenses, Insurance, previous M/WBE participation efforts, other pertinent information	**25**
Qualification of Project Team: To include personnel used for the project, project manager, Sub Consultants, Joint ventures.	**25**
Approach to Scope of Work	**25**
Previous Similar Projects; Disputes; References	**25**
TOTAL	**100 %**

-END-

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 uses automated vendor address lists that been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. 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 it's 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 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 Contractors 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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall discloses below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they hold a controlling financial interest (ownership of five (5) percent or more), unless in their City duties they are not involved in:

3.3.1 The award of the contract, or
3.3.2 Determining contract provisions, or
3.3.3 The enforcement of the contract.

3.4 Immediate family members (spouse, parents, children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

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/ITB. 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.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

(CONTRACTOR, IF FOREIGN CORPORATION, MAY 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 e WBE e

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/ITB, 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/ITB.

Variances: