

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

775-9747

School Crossing Guards



Richard Ewell

954-828-5933

Bid 775-9747 School Crossing Guards

Bid Number 775-9747
 Bid Title School Crossing Guards

 Bid Start Date Apr 4, 2007 2:51:57 PM EDT
 Bid End Date May 2, 2007 2:00:00 PM EDT
 Question & Answer End Date Apr 23, 2007 5:00:00 PM EDT

 Bid Contact Richard Ewell
 Purchasing
 954-828-5933
 rewell@fortlauderdale.gov

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

Bid Comments The City of Fort Lauderdale is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

Item Response Form

Item 775-9747-1-01 - School Crossing Guards
 Quantity 347.5 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
City of Fort Lauderdale-Procurement Svs
 100 North Andrews Ave. Room 619
 Fort Lauderdale FL 33301
 Qty 347.5

 Description
 State hourly rate. 347.5 hours per school day maximum.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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 bid. 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 bid/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.

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 STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City State: Zip

Telephone No. FAX No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

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

<u>Addendum No.</u>	<u>Date Issued</u>
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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 bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variations:

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, 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 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.

03. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one agency similar in size and complexity to the City of Fort Lauderdale.

PART II - RFP SCHEDULE

Release RFP	04/04/07
Last Date for Receipt of Questions of a Material Nature	04/23/07
Addendum Release (If required)	04/25/07
PROPOSAL DUE (Prior to 2:00 PM)	05/02/07

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 period shall be three (3) years, commencing August TBA, 2007 and expiring three years from that date. The schedule for annual coverage and expiration on the initial and any extension terms shall be based on the actual Broward County School Board calendar set each year. The dates of the actual contract years are subject to modification in accordance with the School calendar, including the Extended School Year (a/k/a Summer School) term, as determined by Broward County School Board. *Typically*, the Regular School Year consists of one-hundred eighty (180) days, and the Extended School Year consists of up to thirty (30) days.

The City reserves the right to extend the contract for one (1), two-year extension, providing Contractor provides written notice to the City not less than one hundred twenty (120) days prior to renewal date, both parties agree to the extension, all terms, conditions and specifications remain the same, 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 one-hundred twenty (120) 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. INVOICES/PAYMENT

The City will accept weekly invoices; however, payments are processed no more than once monthly. Each invoice shall be fully detailed, including guard and supervisor names, dates and hours worked, and hourly charge. The City shall make every attempt to process correct invoices within thirty (30) days of receipt. The City will advise the Contractor or any items questioned within thirty (30) days of invoice receipt. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas questioned.

11. CONTRACT COST ADJUSTMENTS

The hourly charge offered and accepted must remain firm for the initial three (3) year contract period, and shall remain consistent throughout the actual school year, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Costs for any extension term(s) are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the State of Florida and Federal Minimum Wage Rates and the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed five percent (5%) or the CPI, whichever is lower.

Any increase or decrease must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled with ninety (90) days written notice or it may not be renewed for the additional optional renewal period(s).

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

No warranty or guarantee is given or implied as to the total number of guards and supervisors that will be required as a result of this Contract. The number of guards stated in the RFP specifications are estimates of annual requirements, based on the City's current requirements, subject to increases or decreases at anytime during the school year or contract period. Actual guard services will be requested as needed.

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. Personnel 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.

- a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance for the benefit of its employees.

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.

- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the City as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

- c. Automobile Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence.

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

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 should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
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

The City reserves the right to require a test period of thirty (30), sixty (60), or ninety (90) days prior to enacting an annual contract for these services, to determine if the Contractor can perform in accordance with the requirements of the RFP and to the City's satisfaction. During the course of any trial period, the Contractor shall perform and such trial shall be based on compliance with all specifications, terms and conditions as contained in the RFP.

A performance evaluation shall be conducted by the City's Contract Administrator, or designee, and may include additional input from other City staff, and/or outside sources (School Board, neighborhood groups, School Officials, or residents), at various intervals during the trial period, and that evaluation shall be the basis for the City's decision to continue with the Contractor, or to select another Contractor under the same trial terms and conditions. The Contractor will be rated on the RFP specifications, including: quality of services performed, timeliness of service performed, and responsiveness to the City's needs.

If a Performance Trial is enacted, and such trial is successful, the actual Contract date and commencement of contract term shall begin retroactive to the commencement date of the trial period.

Pricing proposed by the Contractor shall be firm not only for the trial period but also for the three (3) years of the initial contract term.

If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the City reserves the right to terminate the Contract, after providing the Contractor written notification, and the City shall issue an award to the next lowest responsible Proposer, in accordance with the RFP specifications, and so on until a successful Contract can be established.

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. CONTRACT ADMINISTRATOR

The City will designate a Contract Administrator whose principal duties shall be :

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

24. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Administrator 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 wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

25. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

26. RECORDS/AUDITS

The Contractor shall maintain during the term of the contract, all books of account, receipt invoices, individual timesheets signed by the guard and Contractor, weekly group time sheets signed by the Contractor, State of Florida and national criminal background checks including sexual predator and sexual offender checks, Florida Department of Transportation (FDOT) training certificates, FDOT training checklists, reports and records in accordance with generally accepted accounting practices and standards. The Contractor shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term and any extensions for the period of two (2) years.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. SCOPE AND PURPOSE

The City of Fort Lauderdale is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, as and when needed. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

1.1. SCHEDULING/STAFFING REQUIREMENTS

It is anticipated that seventy-five (75) school crossing guards will be required for each school day. However, this is an estimate and the Contract Administrator will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time. The Contractor shall be required to provide coverage at the school crossings for the times indicated. (See Exhibit "A" for list of locations and hours of coverage, all tentative.) The Contractor shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel. A maximum of four (4) hours will be paid by the City for daily coverage at each school. However, in situations where elementary and middle school hours overlap at a post, additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Contractor and the Contract Administrator.

All crossing guards are required to be at their assigned post one (1) hour prior to the start of school in the morning, and one-half (1/2) hour following dismissal in the afternoon. However, should the required reporting times be changed by the Broward County School Board, Contractor shall comply with no added cost to the City.

1.2. TRAINING

It shall be the responsibility, at no cost to the City, of the Contractor to ensure that all persons employed as school crossing guards, including supervisors, receive proper training. The Contractor must comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes, "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act"), by employing FDOT certified crossing guard trainers to ensure that all persons employed as crossing guards receive proper training as required by law. Contractor shall provide evidence (i.e., FDOT issued training certificate or FDOT training performance checklist, if no certificate has yet been issued by the State) of training to Contractor Administrator prior to employment by Contractor. It is the Contractor's responsibility to keep all training documentation up to date and to provide copies to the Contract Administrator. All FDOT issued training certificates shall be signed by Contractor before forwarding to the Contract Administrator.

Under no circumstances shall the Contractor place a school crossing guard at a location who does not meet the state-mandated training requirements. Use of crossing guards or supervisors who have

not successfully met the training criteria may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

State required initial and annual re-training of all crossing guards, including supervisors, shall be conducted by a FDOT certified trainer as per the standards established by the FDOT. It shall be the sole responsibility of the Contractor, at no cost to the City, to comply with all requirements of this regulation prior to contract commencement. The Contractor may provide its own certified staff training, or sub-contract for certified training to meet this requirement. Proposers shall include in their RFP response which method shall be used. If the Contractor uses its own staff for training, trainers shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. If a sub-contractor shall be the source of training, such sub-contractor shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response.

Any required additional training throughout the school year will be the sole responsibility of the Contractor, at no cost to the City.

1.3. EMPLOYEE QUALIFICATIONS

a. Criminal Background History Check: The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract.

Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. The Contract Administrator will utilize the City of Fort Lauderdale's employment standards used for inspection, enforcement, security or uniformed fire personnel positions when making a determination regarding employment of personnel assigned to this contract. (See Exhibit "B" for a list of employment standards.) Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the Contract Administrator.

Annual criminal background history re-checks as provided in paragraph a above, at no cost to the City, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

b. Training: All appropriate Contractor personnel must have received training in accordance with the City's training requirements as set forth in Section 1.2 above, prior to being assigned to the City's Contract. Use of untrained guards or supervisors may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall provide the City with credentials supporting this training, prior to guard, back-up guard, supervisor or trainer assignment.

Previous school crossing guard experience of Contractor employees who would be assigned to this Contract is preferred by the City.

c. Dress Code/Identification: All Contractor employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old. The preferred uniform consists of a white shirt or blouse and navy or dark slacks or trousers. The Contractor or its employees are responsible for the cost of such uniform.

Proposer shall provide the City with information on their written dress code policy as a part of the RFP response. Contractor personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing.

Contractor personnel shall wear some identification indicating they are the Contractor's employee. This may be in the form of a T-Shirt bearing the Contractor's name (i.e. Contractor name/"Contract Employee"); hat or cap, bearing Contractor's name; or an identification badge, prominently displayed, bearing Contractor's name, employee name, and may include a photo.

d. Personnel Removal/Reassignment/Substitution: The City acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. However, the City reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the Contract Administrator, shall be complied with immediately.

e. Transition from Existing Contract: It is the City's desire that the successful Contractor coordinate with the current Contractor to offer the persons currently employed as crossing guards, back-up guards, supervisors and trainers first consideration for any available crossing guard or supervisory work in accordance with the successful Contractor's employment terms and conditions.

1.4. DAILY FIELD SUPERVISION

The Contractor shall provide a minimum of three (3) experienced field supervisors overseeing the operations, at all times, while the guards are on duty. A maximum of six (6) hours will be paid by the City for daily supervision for a maximum of three (3) field supervisors. All supervisory personnel shall, at a minimum, be FDOT certified school crossing guards; FDOT certification as a trainer is preferred. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City. Field supervisors are permitted to work a post only on an emergency basis; supervisors are to be active in the field, not working posts.

Additional supervisory personnel may be provided by the successful Contractor to ensure a greater degree of monitoring and contract compliance. However, this will be provided at no cost to the City.

1.5. GUARD BACK UP

The Contractor shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup crossing guard shall be fully trained, FDOT certified, and familiar with the specific crossing location. Each working crossing guard shall be provided with the

name and telephone number of a back-up guard and field supervisors in case the working guard cannot be at his/her post.

The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all back-up school crossing guards assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a back-up crossing guard to be assigned to the contract.

1.6. TWENTY-FOUR (24) HOUR ANSWERING SERVICE

The Contractor shall provide for its employees a 24-hour answering service. The Contractor may set-up its own call-out procedure, and this information shall be included in the RFP response.

1.7. REPORTS

Contractor shall provide the following reports to the Contract Administrator in the frequencies specified:

a. Weekly Group Time Sheet: This report shall include each post location, by school name in alphabetical order, identification of the guard assigned to each post location, number of hours per day worked at each location during the week and other pertinent information to document that all crossing guard posts were properly staffed during the week. (See Exhibit "C" for a weekly group time sheet.) Each report shall be signed by the Contractor certifying that the Contractor's employees worked the hours listed on the timesheet. This report shall be faxed to the Contract Administrator not later than the Wednesday following each week worked. The report shall also be sent via electronic mail, in Microsoft Excel format, to the Contract Administrator at the same time it is provided via fax.

b. Master Guard List: This report shall include all crossing guards and their assigned posts, back-up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

c. Student Count Report: A "student count report" shall be conducted, upon request of the Contractor Administrator. This report shall contain the following information: Guard name, location and the number of students crossed A.M. and P.M. This report, when requested, shall be faxed or emailed to the Contract Administrator.

d. Complaint Report: Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the Contract Administrator as follows: due January 15th for the period covering commencement of the school year in August through Winter Break; due June 15th for the period covering commencement of school following Winter Break through the end of the Regular school year in May/June. If there is an Extended School Year Session (a/k/a Summer School), a report shall be due on August 1st covering the entire Extended School Year Session. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period. This report shall be faxed or sent via electronic mail to the Contract Administrator in Microsoft Excel format.

e. Daily Time Sheets: Contractor shall maintain at its offices, and make available for inspection by City personnel, daily time sheets for all crossing guards and supervisors assigned to this contract.

The daily time sheet shall, at a minimum, identify the crossing guard or supervisor and total number of hours worked each day. Daily time sheets shall be signed by the Contractor's employees certifying as to the number of hours worked.

f. Additional Reports: The Contract Administrator may request additional reports from time to time for the purpose of Contractor performance evaluation. Contractor agrees to provide these reports to the City, as requested, and at no additional charge.

1.8 CONTRACTOR/CITY MEETINGS

The City may request periodic meetings with the Contractor to review performance, address specific issues, etc. Contractor agrees to attend these meetings, at no charge to the City, as necessary during the Contract term. Contractor, at a minimum, must attend periodic countywide meetings organized by the School Board and Broward County Traffic Engineering. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Contractor agrees to do so at no charge to the City.

1.9 EQUIPMENT

The Contractor is responsible, at no cost to the City, for supplying all equipment required by the FDOT standards and guidelines and necessary for the school crossing guards and supervisors to perform their duties, to include at a minimum, but not limited to, the following: 1) retroreflective stop paddle that conforms to the guidelines in MUTCD (Manual on Uniform Traffic Control Devices) Section 6E.03 and/or fluorescent or retroreflective orange gloves; 2) fluorescent and retroreflective safety vest; 3) metal whistle with lanyard; and 4) hi-visibility yellow rain gear. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor, at no cost to the City.

The Contractor shall provide, at its sole expense, all other equipment that may be required to properly perform the services in accordance with the terms of this RFP.

02. SCHOOL YEAR SCHEDULE

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The Contract Administrator will inform the Contractor of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

a. Regular School Year: The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session until approximately early June, with appropriate holidays, breaks and teacher work days that do not require coverage.

b. Extended School Year (a/k/a Summer School): The Extended School Year typically begins in July and is in session for approximately 30 days.

03. ANNEXATION

In the event that additional areas are annexed into the City of Fort Lauderdale, the Contractor shall assume responsibility for providing school crossing guard services to designated schools in the annexed areas. The level of service and hourly charge for services provided in an annexed area must be equal to the service and hourly charge provided within the original City limits at the time the annexation is effective. The Contractor will be required to provide school crossing guard services at locations in the annexed areas, as directed by the Contract Administrator. The Contract Administrator shall provide all information regarding the additional number of school crossing guards required as soon as the annexation is approved. The Contract Administrator will work with the Contractor to develop a transition plan before the date upon which the expanded service will be required.

04. RETENTION PROGRAM

If Proposer has an established program designed to recruit and retain personnel assigned to this contract, Proposer shall include in their RFP response a description of such program.

05. BASIC PRE-EMPLOYMENT PHYSICAL EXAMINATION

FDOT guidelines recommend that each prospective school crossing guard be given a basic physical examination, including agility, blood pressure, vision and hearing tests. If Proposer has an established program designed to meet this criteria, Proposer shall include in their RFP response a description of such program.

06. SPECIAL EVENTS

The Contractor may be requested to provide school crossing guards for special events (i.e., annual David Deal Play Day). The City will provide the Contractor with specific dates of these events when known to the City and will provide the Contractor seven (7) days advance notice of the City's requirements. A maximum of four (4) hours will be paid to the Contractor, per crossing guard at the hourly rate in effect at the time of service. Additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Contractor and the City Contract Administrator.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

1. Manpower and organization of company (qualifications of staff assigned to the contract, number of employees and supervisors available for the contract, firm's ability to secure additional personnel, number of FDOT certified trainers, etc.). **Weight Factor: 15%**
2. Financial stability of company to perform services, bank references, audited financial statements, other business references. **Weight Factor: 10%**
3. References for which school crossing guard services are currently being provided in this area. **Weight Factor: 10%**
4. Number of years experience in providing similar services. **Weight Factor: 5%**
5. Program or incentives offered to employees to retain services to ensure low turnover. **Weight Factor: 5%**
6. Approach and concept to the project, proposed scope of services. **Weight Factor: 15%**
7. Method to be used for FDOT training program. **Weight Factor: 5%**
8. Compliance with FDOT recommended guidelines regarding pre-employment physicals. **Weight Factor: 5%**
9. Dress code/identification of employees. **Weight Factor: 5%**
10. Call-out procedure. **Weight Factor: 5%**
11. Total cost to the City. The lowest hourly cost to the City shall receive the maximum cost points. **Weight Factor: 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 Manager 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 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.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

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 should be submitted through RFP Depot. If mailed, 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 mailed proposals must be received in the Procurement Services Department, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL, 33301 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.

**IF MAILED, 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

PART VII - TECHNICAL PROPOSAL

All proposers are requested to submit responses electronically via the RFP Depot website. 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: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the City in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: 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. Include method to be used for training, dress code policy, call-out procedure, etc.

Tab 4: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: 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. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for the City of Fort Lauderdale.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which school crossing guard services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response.

Description of services rendered:

During the month(s)/year(s):

Name of Governmental Agency (city or county):

Principal Contact Person:
Telephone Number:
Fax Number:
Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 8: List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding the City of Fort Lauderdale). A minimum of three (3) is required.

Tab 11: Proposer please quote your Firm, Fixed Hourly Rate in accordance with the RFP:

Estimated Number of combined Guard and Supervisor Hours Per Day = 347.5 hours
Estimated Number of School Days = 210 days

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information.

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.

EXHIBIT

A

CITY OF FORT LAUDERDALE SCHOOL CROSSING GUARD LOCATIONS - TENTATIVE 2007-2008 SCHOOL YEAR				
SCHOOL	GUARD LOCATION	POST TIMES	PAID HRS	
1	ARTHUR ASHE	NW 21 AVE/NW 19 ST	7:00-9:00AM/2:00-2:30AM/3:30-4:00PM	5.5
2	ARTHUR ASHE	NW 21 AVE/NW 19 ST	7:00-9:00AM/2:00-2:30AM/3:30-4:00PM	5.5
3	ARTHUR ASHE	NW 21 AVE/NW 19 ST	7:00-9:00AM/2:00-2:30AM/3:30-4:00PM	5.5
4	ARTHUR ASHE	NW 24 AVE/WEST SUNRISE BLVD	7:00-9:00AM/2:00-2:30AM/3:30-4:00PM	5.5
5	ARTHUR ASHE	NW 24 AVE/WEST SUNRISE BLVD	7:00-9:00AM/2:00-2:30AM/3:30-4:00PM	5.5
6	BAYVIEW	NE 12 ST/EAST OF MIDDLE RIVER DR AT SCHOOL	7:00-8:00AM/2:00-2:30PM	4.0
7	BENNETT	NE 13 ST/NE 17 AVE BLOCK AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
8	BENNETT	NE 17 WAY/NE 14 ST	7:00-8:00AM/2:00-2:30PM	4.0
9	BENNETT	NE 15 AVE/NE 17 ST AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
10	CROISSANT PARK	SW 4 AVE/SW 17 ST	7:00-8:00AM/2:00-2:30PM	4.0
11	CROISSANT PARK	SW 4 AVE/SW 17 ST	7:00-8:00AM/2:00-2:30PM	4.0
12	CROISSANT PARK	SW 4 AVE/DAVIE BLVD	7:00-8:00AM/2:00-2:30PM	4.0
13	DILLARD	NW 24 AVE/NW 12 CT AT SCHOOL	7:00-8:00AM/2:00-2:30PM	4.0
14	DILLARD	NW 27 AVE/NW 11 ST	7:00-8:00AM/2:00-2:30PM	4.0
15	DILLARD	NW 27 AVE/NW 13 CT	7:00-8:00AM/2:00-2:30PM	4.0
16	DILLARD	NW 27 AVE/W. SUNRISE BLVD	7:00-9:00AM/2:00-2:30PM/3:30-4:30PM	5.5
17	DILLARD	NW 27 AVE/W. SUNRISE BLVD	7:00-9:00AM/2:00-2:30PM/3:30-4:30PM	5.5
18	DILLARD	NW 27 AVE/W. SUNRISE BLVD	7:00-9:00AM/2:00-2:30PM/3:30-4:30PM	5.5
19	DILLARD	NW 27 AVE/W. SUNRISE BLVD	7:00-9:00AM/2:00-2:30PM/3:30-4:30PM	5.5
20	FLORANADA	NE 15 AVE/NORTH OF NE 53 ST AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
21	FLORANADA	NE 14 WAY/NE 50 CT	7:00-8:00AM/2:00-2:30PM	4.0
22	FLORANADA	NE 15 AVE/NE 56 ST	7:00-8:00AM/2:00-2:30PM	4.0
23	HARBORDALE	SE 15 ST/SCHOOL FRONT	7:00-8:00AM/2:00-2:30PM	4.0
24	LAUDERDALE MANORS	NW 19 ST/NW 15 AVE	7:00-8:00AM/2:00-2:30PM	4.0
25	LAUDERDALE MANORS	1400 BLOCK NW 15 AVE AT SCHOOL	7:00-8:00AM/2:00-2:30PM	4.0
26	NEW RIVER MIDDLE	RIVERLAND RD/EAST OF BIMINI LANE AT PED LIGHT	8:15-9:15AM/3:45-4:15PM	4.0
27	NEW RIVER MIDDLE	RIVERLAND RD/SW 31 AVE	8:15-9:15AM/3:45-4:15PM	4.0
28	NEW RIVER MIDDLE	RIVERLAND RD/SW 31 AVE	8:15-9:15AM/3:45-4:15PM	4.0
29	NEW RIVER MIDDLE	RIVERLAND RD/SW 31 AVE	8:15-9:15AM/3:45-4:15PM	4.0
30	NORTH FORK	NW 15 AVE/W BROWARD BLVD	7:00-8:00AM/2:00-2:30PM	4.0
31	NORTH FORK	NW 15 AVE/W BROWARD BLVD	7:00-8:00AM/2:00-2:30PM	4.0
32	NORTH FORK	NW 15 AVE/NORTH OF NW 1 ST AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
33	NORTHSIDE	N ANDREWS AVE/13 STREET	7:00-8:00AM/2:00-2:30PM	4.0
34	NORTHSIDE	N ANDREWS AVE/SOUTH OF 11 ST AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
35	NORTHSIDE	NE 4 AVE/NE 13 STREET	7:00-8:00AM/2:00-2:30PM	4.0
36	NORTHSIDE	NE 4 AVE/11 STREET	7:00-8:00AM/2:00-2:30PM	4.0
37	NORTHSIDE	NE 4 AVE/11 STREET	7:00-8:00AM/2:00-2:30PM	4.0
38	NORTHSIDE	NE 11 ST/NE 2 AVE (AT SCHOOL)	7:00-8:00AM/2:00-2:30PM	4.0
39	RIVERLAND	SW 27 AVE/NORTH OF DAVIE BLVD AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
40	RIVERLAND	SW 27 AVE/DAVIE BLVD	7:00-8:00AM/2:00-2:30PM	4.0
41	RIVERLAND	SW 27 AVE/DAVIE BLVD	7:00-8:00AM/2:00-2:30PM	4.0
42	RIVERLAND	SW 27 AVE/SW 10 ST	7:00-8:00AM/2:00-2:30PM	4.0
43	STEPHEN FOSTER	SW 31 AVE/SW 22 ST	7:00-8:00AM/2:00-2:30PM	4.0
44	STEPHEN FOSTER	SW 20 CT/SW 34 AVE	7:00-8:00AM/2:00-2:30PM	4.0
45	STEPHEN FOSTER	SW 22 ST/SW 34 WAY	7:00-8:00AM/2:00-2:30PM	4.0
46	STEPHEN FOSTER	FAIRFAX DRIVE/SW 35 AVE	7:00-8:00AM/2:00-2:30PM	4.0
47	SUNLAND	W SUNRISE BLVD/NW 13 AVE AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
48	SUNLAND	W SUNRISE BLVD/NW 13 AVE AT PED LIGHT	7:00-8:00AM/2:00-2:30PM	4.0
49	SUNLAND	NW 16 AVE/NW 9 ST (WEST SIDE OF PARK)	7:00-8:00AM/2:00-2:30PM	4.0
50	SUNLAND	NW 13 AVE/NW 9 ST	7:00-8:00AM/2:00-2:30PM	4.0
51	SUNLAND	NW 6 ST/NW 9 AVE	7:00-8:00AM/2:00-2:30PM	4.0
52	THURGOOD MARSHALL	POWERLINE RD/NW 13 ST	7:00-8:00AM/2:00-2:30PM	4.0
53	THURGOOD MARSHALL	POWERLINE RD/NW 13 ST	7:00-8:00AM/2:00-2:30PM	4.0
54	THURGOOD MARSHALL	NW 7 TERR/NW 13 ST	7:00-8:00AM/2:00-2:30PM	4.0
55	THURGOOD MARSHALL	NW 7 AVE/NW 13 ST	7:00-8:00AM/2:00-2:30PM	4.0
56	THURGOOD MARSHALL	NW 7 AVE/NW 13 ST	7:00-8:00AM/2:00-2:30PM	4.0
57	THURGOOD MARSHALL	NW 7 AVE/NW 16 ST	7:00-8:00AM/2:00-2:30PM	4.0
58	VIRGINIA YOUNG	E BROWARD BLVD/CROSSWALK AT SCHOOL	8:00-9:00AM/3:00-3:30PM	4.0
59	W DANDY/ROCK ISL/ASHE	NW 19 ST/NW 24 AVE	7:00-9:30AM/2:00-2:30PM/3:30-4:30PM	6.5
60	W DANDY/ROCK ISL/ASHE	NW 19 ST/NW 24 AVE	7:00-9:30AM/2:00-2:30PM/3:30-4:30PM	6.5
61	W DANDY/ROCK ISL/ASHE	NW 19 ST/NW 24 AVE	7:00-9:30AM/2:00-2:30PM/3:30-4:30PM	6.5
62	W DANDY/ROCK ISL/ASHE	NW 20 ST/NW 24 AVE	7:00-9:30AM/2:00-2:30PM/3:30-4:30PM	6.5
63	W DANDY/ROCK ISL/ASHE	NW 21 ST/NW 24 AVE	7:00-9:30AM/2:00-2:30PM/3:30-4:30PM	6.5
64	W DANDY/ROCK ISL/ASHE	NW 22 ST/NW 23 LANE	7:00-9:30AM/2:00-2:30PM/3:30-4:30PM	6.5
65	W DANDY	NW 19 ST/NW 31 AVE	8:30-9:30AM/3:30-4:30PM	4.5
66	W DANDY	NW 19 ST/NW 31 AVE	8:30-9:30AM/3:30-4:30PM	4.5
67	WALKER	NW 4 ST/FRONT OF SCHOOL	7:00-8:00AM/3:00-3:30PM	4.0
68	WALKER	NW 4 ST/NW 9 AVE	7:00-8:00AM/3:00-3:30PM	4.0
69	WALKER	NW 4 ST/NW 9 AVE	7:00-8:00AM/3:00-3:30PM	4.0
70	WALKER	NW 4 ST/NW 7 AVE	7:00-8:00AM/3:00-3:30PM	4.0
71	WALKER	NW 4 ST/NW 7 AVE	7:00-8:00AM/3:00-3:30PM	4.0
72	WALKER	NW 6 ST/NW 10 AVE AT PED LIGHT	7:00-8:00AM/3:00-3:30PM	4.0
73	WALKER	NW 4 ST/NW 11 TERR	7:00-8:00AM/3:00-3:30PM	4.0
74	WESTWOOD HEIGHTS	SW 7 ST/SW 28 TERRACE	7:00-8:00AM/2:00-2:30PM	4.0
75	WESTWOOD HEIGHTS	SW 31 AVE/SW 8 ST	7:00-8:00AM/2:00-2:30PM	4.0
	SUPERVISOR			6.0
	SUPERVISOR			6.0
	SUPERVISOR			6.0
			TOTAL MAX. HRS PER DAY	347.5

NOTE: This is the criteria used by the City of Fort Lauderdale in determining an applicant's eligibility for employment.

**Appendix B
Inspection, Enforcement, Security or Uniformed Fire Personnel
Criminal Records Including Guilty Pleas (Regardless of Adjudication)
No Contest Pleas, Pre-Trial Intervention/Diversion**

I. Will Not Hire

- Section 415.111, adult abuse, neglect, or exploitation of aged persons or disabled adults.
- Section 782.04, murder.
- Section 782.07, manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- Section 782.071, vehicular homicide.
- Section 782.09, killing of an unborn child by injury to the mother.
- Section 784.011, assault, if the victim of the offense was a minor.
- Section 784.021, aggravated assault.
- Section 784.03, battery, if the victim of the offense was a minor.
- Section 784.045, aggravated battery.
- Section 784.075, battery on a detention or commitment facility staff.
- Section 787.01, kidnapping.
- Section 787.02, false imprisonment.
- Section 794.011 sexual battery.
- Section 798.02 lewd and lascivious behavior.
- Section 800, lewdness and indecent exposure if of a sexual nature.
- Section 806.01, relating to arson.
- Section 810.02 burglary.
- Section 812, theft, robbery, and related crimes, if the offense is a felony.
- Section 827.03, child abuse, aggravated child abuse, or neglect of a child.
- Section 827.04, contributing to the delinquency or dependency of a child.
- Section 827.071, sexual performance by a child.
- Section 836.09, extortion.
- Section 843.01, resisting arrest with violence.
- Section 847, obscene literature.
- Pending case for Section 316.193, driving under the influence.
- Pending cases for any of the offenses listed in this appendix.

II. Will Not Hire--If Offense is Less than 10 years

- Section 777.04, solicitation of prostitute.
- Section 784.03, felony battery.
- Section 790.01, felony concealed weapon.
- Section 796, prostitution.
- Section 831, forgery.
- Section 893, drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- Section 943.401, public assistance fraud.
- Other Felonies Not Mentioned in Section I
- Multiple cases of crimes listed in III below.

III. Will Not Hire--If Offense is Less than 5 years

- Section 316.193, driving under the influence (Unless limited to a three (3) year time period by PSM 6.16).
- Section 741.28, domestic violence.
- Section 784.011, misdemeanor assault.
- Section 784.03, misdemeanor battery.
- Section 790.01, misdemeanor concealed weapon
- Section 843.02 resisting arrest without violence.
- Section 893, drug abuse prevention and control, if offense was misdemeanor.
- Multiple cases of crimes listed in IV below.

IV. Judgement--Case by Case Review

- Section 801.08-13, trespassing.
- Section 812, petty theft (including shoplifting).
- Section 832.05, worthless checks.
- Section 856.021, loitering.
- Section 877.03, disorderly conduct.
- Other criminal offenses.

**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; 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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose 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 or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and 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.

<u>NAME</u>	<u>RELATIONSHIPS</u>

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.