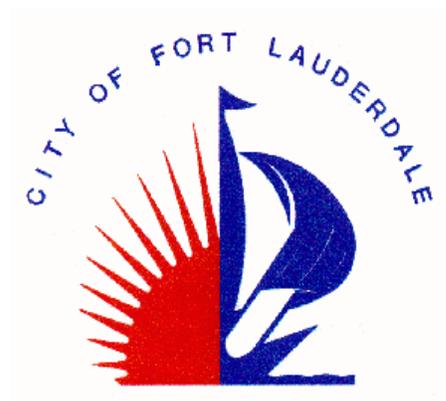


***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

775-9766

SECURITY GUARD SERVICES



Richard Ewell

954-828-5933

Bid 775-9766 SECURITY GUARD SERVICES

Bid Number 775-9766
 Bid Title SECURITY GUARD SERVICES

 Bid Start Date May 18, 2007 9:49:48 AM EDT
 Bid End Date Jun 12, 2007 2:00:00 PM EDT
 Question & Answer End Date May 25, 2007 5:00:00 PM EDT

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

Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide security services for the City's Business Enterprises Department/Marina Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

The City currently plans to use Security Officer Level C services. Due to budget constraints, change in services, etc. we reserve the right to change the level of the officers at any time. Quantities listed represent a total estimate per location for a combination of levels acquired.

Item Response Form

Item 775-9766-1-01 - Roving Security Guard - Level A
 Quantity 2920 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 2920

Description
 Base Level

Item 775-9766-1-02 - Roving Security Guard - Level B
 Quantity 2920 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 2920

Description
Mid Level

Item 775-9766-1-03 - Roving Security Guard - Level C
Quantity 2920 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 2920

Description
High Level

Item 775-9766-1-04 - Vehicle Cost
Quantity 2920 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 2920

Description
Cost per hour to provide a vehicle for the roving Security Officer in accordance with the Scope of Services in this RFP.

Item 775-9766-1-05 - Non-Roving Security Guard - Level A
Quantity 4380 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 4380

Description
Base Level

Item 775-9766-1-06 - Non-Roving Security Guard - Level B
Quantity 4380 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 4380

Description

Mid Level

Item	775-9766-1-07 - Non-Roving Security Guard - Level C
Quantity	4380 hour
Unit Price	
Delivery Location	City of Fort Lauderdale <u>City of Fort Lauderdale-Procurement Svs</u> 100 North Andrews Ave. Room 619 Fort Lauderdale FL 33301 Qty 4380
Description	
High Level	

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:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of 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.

Variances:

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide security services for the City's Business Enterprises Department/Marina Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

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. SITE VISIT

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

Vendors wishing to inspect facilities where services are to be rendered must make an appointment by contacting Mr. Andrew Cuba or Mr. Jamie Hart at (954) 828-5423.

04. ELIGIBILITY

To be eligible to respond to this Request for Proposal 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 and must be able to verify that they have provided billed service for a minimum average of 800 hours per month for the last two (2) years, be properly licensed in the State of Florida and hold correct licenses in Broward County and the City of Fort Lauderdale, as required.

PART II - RFP SCHEDULE

Release RFP	05/17/07
Last Date for Receipt of Questions of a Material Nature	05/25/07
Addendum Release (If required)	05/29/07
PROPOSAL DUE (Prior to 2:00 PM)	06/12/07

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 06/06 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. PUBLIC ENTITY CRIMES

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

04. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

05. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

06. PROPOSERS' COSTS

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

07. RULES AND PROPOSALS

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

08. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

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

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

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

09. CONTRACT PERIOD

The initial contract term shall commence 7/15/07 or date of award, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for four (4) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

10. INVOICES/PAYMENT

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

11. CONTRACT COST ADJUSTMENTS

The hourly costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases have occurred in the industry and are properly documented. Any requested cost adjustment shall be submitted to the City at least ninety (90) days prior to the contract anniversary date.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

12. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

13. DELETION OR MODIFICATION OF SERVICES

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

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

14. ADDITIONAL ITEMS

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

15. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

16. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be

available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

17. 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.

18. 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.

19. 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

20. 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://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>.

21. 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.

22. SERVICE TEST PERIOD

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

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

23. 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.

24. CONTRACT COORDINATOR

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

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

25. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This

report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and Contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

26. 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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION / INTENT

It is the intent of this section to establish several levels of Security Officer experience, training and abilities and to define the City's current needs for security officer services at our marine facilities. While the City currently plans to use Security Officer Level C on a roving basis for the New River Marginal Docking Facility and additional services for the Las Olas Municipal Marina and Anchorage, and stationary armed guard services for the Cooley's Landing Marina, we reserve the right to change the level of the officers, hours of coverage, established routes, and all other criteria or polices included in the RFP attachments, etc. The City wants to have a multi year contract with a qualified Contractor that has the flexibility to adjust to the City's then current needs.

While this RFP is intended to result in a contract for a specific purpose for our marine facilities, it is also intended to result in a contract which will be available for other City departments or City uses as they may occur including specifically the Fort Lauderdale Aquatics Complex, Fort Lauderdale Executive Airport, etc.

02. SECURITY OFFICER EXPERIENCE AND QUALIFICATIONS

LEVEL A - BASE LEVEL

Experience, Training and Communication.

Each Security Officer will have a complete background check made by the Contractor and the results of such checks shall be made available to the City upon request.

- a. Shall be U.S. citizens or have a valid resident alien status.
- b. Be a graduate of a certified United States federal, state, county or local law enforcement agency training program, a military police training program, or trained as a correctional officer.
- c. Be fully literate in the english language (i.e., be able to read, write, speak understand and be understood.) Oral command of the english language must be sufficient to permit full communication, particularly in times of stress.
- d. Have a valid drivers license.
- e. One years experience in a responsible security position.
- f. High school diploma or equivalent.
- g. Successfully completed contractor training in the following: technique and patrol, first aid including CPR, public relations, safety, proper use of telephones and radio, proper use of written report forms, sight hours on site training by supervisor of the contractor verified and documented by the City.

- h. Shall not be considered for this contract if they currently or in the past been involved in: (a) any felony or sex conviction, (b) military conduct resulting in dishonorable or undesirable discharge, (c) any pattern of irresponsible behavior, including but not limited to unreasonable driving, or a problem employment record.

Physical Capabilities: Security Officers must successfully pass a medical examination, conducted at the Contractors expense, prior to duty assignment. The minimum requirements are as follows:

- a. Freedom from any communicable disease.
- b. Binocular vision, which is correctable to 20/20 vision.
- c. Ability to distinguish shades of colors.
- d. Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
- e. Freedom from drug use, except prescribed medication as evidenced by urinalysis test.
- f. Freedom from disease or condition that results in indistinct speech.
- g. Free from any physical or emotional disorder, or any hindrance, which may inhibit or preclude meeting the professional standards required by the contract.
- h. Blood pressure and other vital signs must be within normal limits.

LEVEL B - MID LEVEL

Meet all the requirements of Level A and have a minimum of two (2) years satisfactory experience as a full time military or civilian law enforcement officer. Service as a part time police officer, reserve officer, or part time security officer does not meet this criteria.

LEVEL C - HIGH LEVEL

Meet all the requirements of Level B and have the training qualifications and licenses to provide armed security officer services. This includes State of Florida Officer's "G" license and complete background check including felony screening in both the State of Florida and a national check by the FBI. The City will review all background materials on a person proposed for this level.

03. INITIAL SCOPE OF SERVICES

The City has four (4) marine facilities area of operations requiring security and patrol services. They are:

Cooley's Landing Marina
450 Southwest 4th Avenue

New River Marginal Docks
2 South New River Drive
Las Olas Anchorage, and
Las Olas Marina
240 Las Olas Circle

The initial scope of services will be to provide: 1) a Level C stationary armed Security Officer at the Cooley's Landing Marina, and 2) a roving (via vehicle and foot patrol) Level C Security Officer to cover the New River Marginal Docks, and Level C for the Las Olas Marina and Anchorage marine facilities. The office and facilities for the Cooley's Landing Marina are located at 450 Southwest 4th Avenue. The marina is located within a public park. It contains approximately 30 slips and two boat ramps located on both sides of the Marshall Bridge as well as an office and a comfort facility. The New River Marginal Docks are located on the north side of the river from the Cooley's Landing Marina to SE 5th Ave. and on the south side of the river from SW 7th Ave to SW 4th Ave and from SW 1st Ave to the Federal Highway Tunnel. There are approximately 100 slips located on both sides of the New River. The office as well as the headquarters for all Marine Facilities operations is located at 2 South New River Drive. The office for the Las Olas Marina and the Las Olas Anchorage is located at 240 Las Olas Circle. The Las Olas Marina contains approximately 60 slips located on both sides of the Las Olas Bridge along the east bank of the Intracoastal Waterway as well as an office and a comfort facility. The office also serves currently as headquarters for the Fort Lauderdale Police Department's Beach Substation. The Las Olas Anchorage contains 10 bouy moorings and is located in the Las Olas Bight, south of the Las Olas Bridge on the west bank of the Intracoastal Waterway.

Cooley's Landing Marina: One stationary armed officer will be on duty seven (7) days per week from 6:00 PM to 6:00 AM (12 hours).

New River Marginal Docks and Las Olas Marina and Anchorage: One roving officer with vehicle will be on duty seven (7) days per week from 10:00 PM to 6:00 AM (8 hours).

04. SERVICES AND EQUIPMENT PROVIDED BY CITY

The City shall make available to the headquarters of the Contractor one complete faxed copy of its slip inventory for all marine facilities included under this contract as of the close of business for each day of service provided, and an original copy will be left at the office for each area of operation that services are provided. The City shall also make available a supply of forms for incident reporting or any other special reporting that the City requires in a specific format that it prescribes.

At the Cooley's Landing Marina, the City shall provide at its expense a motorized cart to aide in the patrolling of that facility.

At the New River Marginal Docks and Las Olas Marina and Anchorage, the City shall make available daily, one electronic scanning tool for marine facilities records, and one City Police Radio to expedite emergency calls for Police response. The Security Officer is required to pick the radio and electronic scanning tool device up at shift commencement and return the radio and scanning tool at shift completion daily. No exception to this requirement may be made.

05. SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR

Contractor to provide the officer, the security vehicle, uniform for the officer, communications equipment for the officer, supervision of the officer and twenty four (24) hour per day, seven days per week communications access for the City and officer.

Except where provided by the City for roving services, the Security Officer must have communications equipment that will allow him to contact his office, the Supervisor of Marine

Facilities or designee and the Fort Lauderdale Police Department. The Security Officer will carry a flashlight with batteries.

Except where the City requires or has requested a Level C Armed Security Officer, no other officer providing services shall carry arms, even if properly trained and licensed. Arms shall include, but are not limited to; weapons, mace/pepper spray and nightstick.

The Security Officer will be neatly groomed, in the approved uniform and properly equipped.

The security vehicle shall be clean and properly maintained.

Both the Security Officers uniform and vehicle shall be clearly identified with the security firms name and be identified with the City's logo or other identification to notify the public that the Security Officer is providing the service for the City. The Officer shall wear a name tag and the vehicle shall have the telephone number of the security firm prominently displayed.

The Security Officer will report to the designated initial location on time and will remain on duty until the end of the shift or until properly relieved. No officer will work more than a twelve (12) hour shift in a twenty four (24) hour period.

The Security Officer will maintain a good personal and uniform appearance, be courteous to residents and visitors at the facilities and to City personnel. The Security Officer will not conduct any personal activity that would detract from a professional image.

The Security Officer will patrol the facilities both in the vehicle and on foot to inspect all parts of the facilities for the purpose of detecting and preventing individuals or groups from committing acts that are illegal or injurious to others or to the property. All Marine Facilities must be monitored and touch tags scanned at designated sites in accord with the procedures provided on Attachment A (Security Tracking System Policies and Procedures). The Security Officer shall complete an "Incident Report" in accord with Attachment B (Marine Facilities Security Incident Report) to be provided to the Manager of Marine Facilities or Supervisor of Marine Facilities or their designee at the completion of the shift for any contact initiated by the Security Officer against unauthorized parties or involving customers who may be reporting violations or suspicious activities or who's conduct on City property may voluntarily or involuntarily warrant response from the Security Officer. The Incident Report shall also be completed even when reported activity involves response by Fort Lauderdale Police to further document the circumstances and confirm that a Police Report is in the process of being made.

The Security Officer will contact the appropriate party when such events occur or have occurred depending upon the level of security. The Fort Lauderdale Police Department and the Officers Supervisor must be immediately contacted in emergency situations or when assistance is thought to be needed. It is not expected that the Security Officer will enter into a direct confrontation with persons at the facilities.

The Security officer will report safety hazards, malfunctioning equipment and other such matters in accord with the specifications provided in Attachment A. Personnel from the Marine Facilities Section will be available to respond to such reports 24 hours per day, seven days per week as determined by Marine Facilities Management.

The Security Officer will maintain a daily log book or electronic file of incident reports (Attachment B), recording all instances that may be of interest to Supervisors or City personnel.

The Security Officer will inspect and scan the touch tag at each slip at the facilities in order to compare and document the status of the occupancy of the slip against the "Slip Inventory Report" provided at the close of business for that day. Each slip at Cooley's Landing Marina shall be inspected no less than two times during the shift and no less than two times for the New River and Las Olas Marina or more frequently depending on the location the minimum frequency of coverage required. Unregistered vessels shall be documented and reported on form Attachment C (Summary of Unrecorded Vessels) provided and bar codes scanned in accord Attachment A and as provided with more detailed written instructions to the successful contractor prior to commencement of services.

A Security Firm Supervisor will visit the Security Officer at least once during each shift to insure that the Security Officer is following proscribed procedures. Such visits are to be entered in the log and the security bar code scanned for the category listed by the Supervisor for the facility inspected as required for each shift. The Security Firm Supervisor shall visit all of the facilities at least once each week to familiarize himself or herself with their condition and any possible safety or security problems or potential problems. The supervisor, or other qualified personnel approved by the City shall take over for the Security Officer during any meal or other breaks when the Officer is not on his route and observing the site. Reports must be documented regarding Supervisory relief for breaks or for any other reason the Security Officer is not present on the site in accord with the established schedule.

06. MARINE FACILITIES SECURITY ZONES AND FREQUENCY OF SERVICE

The Marine Facilities Section currently defines the operational areas to receive security services under this contract in eight zones as listed in the chart below. To summarize: Zone 1 is the Cooley's Landing Marina, Zones 2 through 6 are within the New River Marginal Docking Facilities area of operation, and Zones 7 and 8 are the Las Olas Anchorage and Marina.

CITY OF FORT LAUDERDALE
MARINE FACILITIES SECURITY PATROL ZONES

ZONE	LOCATIONS	SLIPS
1	Cooley's Landing Marina 450 Southwest 4 Avenue	CL 1 - 31
2	Performing Arts Center/ Docks between Southwest 2 nd and Southwest 5 Avenues	DOCK SITE Marine Maritime & Riverhouse Docks
3	Las Olas Riverfront Riverwalk, between Andrews Avenue and Flagler Avenue	NRN 45 - 52
4	Riverwalk/North New River Drive between Southeast 1 st and Southeast 5 th Avenues	NRN 53 - 84

5	Marshall Point Sailboat Bend/ South New River Drive between Southwest 4 th and Southwest 7 th Avenues	NRS 1 - 16
6	South New River between Southwest 1 st Ave and Federal Highway (US 1) Tunnel	NRS 1 - 44
7	Las Olas Anchorage/East Las Olas Boulevard and Idlewyld Drive	LOA 1 - 10
8	Las Olas Marina/Las Olas Circle adjacent to Intracoastal Waterway	LOM 1 - 60

The frequency of services provided at Zone 1 shall be continuous for the level of service currently required in accord with the initial scope of services.

The frequency of service provided at Zones 2 through 6 shall be conducted in a manner where, barring an incident requiring deviation or variation from the routine route, the Security Officer inspects the slips at each zone by visible observation from the vehicle or on foot at least one time and more preferably two times during the shift.

The frequency of services provided at Zone 7 and 8 shall be one time during the shift between the hours of 12 AM to 4 AM unless otherwise instructed in writing by the Supervisor of Marine Facilities. If required, the Contractor shall utilize the parking area available on the west end of the Las Olas Bridge to get out of the car and make a visible inspection of boats moored at the Las Olas Anchorage before proceeding to conduct rounds at the Las Olas Marina.

The Contractor shall consider the established zones and routes, and in completing its Technical Proposal, and shall provide in its narrative descriptions what assurances and controls it will have in place on assigned Security Officers to assure a dedicated and continuous work effort is employed at all facilities receiving services for the period of time to be covered, and provide its estimate of the number of times Zones 2 through 6 shall be inspected through the level of service currently required in accord with the initial scope of services.

07. POST OPERATING ORDERS

The City reserves the right to establish in writing with the successful Contractor more detailed or revised written policies and procedures for purposes of providing guidelines governing the Security Officer(s) and the Firms requirements in accord with the RFP. This specifically includes established policies for reporting observations, reporting incidents, electronic tracking procedures, and slip occupancy status to the Manager of Marine Facilities and the Supervisor of Marine Facilities or their designee, the City Policy Department, or other emergency contact personnel. Such additional written policies and procedures are for the purposes of enhancing compliance with the technical specifications of the contract and not to alter them, and may be amended from time to time to adjust for changing circumstances for financial or budget related purposes and other needs that may arise.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

1. Understanding of the overall needs of the City as presented in the narrative proposal.
Weight factor: 30%
2. Experience, qualifications, and past performance of the proposing firm. Weight factor: 30%
3. References. Weight factor: 10%
4. Estimated cost to the City. Weight factor: 30%

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 visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

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

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

PROPOSAL PAGES - PART I COST INFORMATION

The City currently plans to use Security Officer Level C services. Due to budget constraints, change in services, etc. we reserve the right to change the level of the officers at any time. Quantities listed below represent a total estimate per location for a combination of levels acquired.

NEW RIVER AND LAS OLAS MARINA (ROVING SECURITY COST PROPOSAL – 10:00 PM to 6:00 AM)

Roving Security Guard

Cost per hour to provide a roving Security Officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ _____ per hour X 2,920 (8 hrs. per day X 365 days) = _____ Total Cost Per Year

Level B - Mid Level \$ _____ per hour X 2,920 (8 hrs. per day X 365 days) = _____ Total Cost Per Year

Level C – High Level \$ _____ per hour X 2,920 (8 hrs. per day X 365 days) = _____ Total Cost Per Year

Vehicle Cost

Cost per hour to provide a vehicle for the roving Security Officer in accordance with the Scope of Services Section of this RFP.

\$ _____ per hour X 2,920 (8 hrs. per day X 365 days) = _____ Total Cost Per Year

COOLEY’S LANDING MARINA (NON-ROVING COST PROPOSAL – 6:00 PM to 6:00 AM)

Non-roving Security Officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level \$ _____ per hour X 4,380 (12 hrs. per day X 365 days) = _____ Total Cost Per Year

Level B - Mid Level \$ _____ per hour X 4,380 (12 hrs. per day X 365 days) = _____ Total Cost Per Year

Level C – High Level \$ _____ per hour X 4,380 (12 hrs. per day X 365 days) = _____ Total Cost Per Year

Proposers note: The cost per hour shall be for the specified shift time for each location requiring coverage. Allowance for pricing is limited to a minimum of two (2) security officers for each daily shift including; one (1) person for non-roving security at a stationary facility and one (1) person for roving security at other facilities as specified in Part IV, Section 03. Coverage utilizing one (1) person for split shifts at more than one designed site during normal patrol service hours will not permitted under the terms of the contract without prior authorization. The City will not pay for any travel or down time for officers or vehicles that are not permitted under the terms of the contract.

Proposer must specify all holidays on the space provided below that security personnel will be COMPENSATED FOR AND HOW HOLIDAY PAY IS NORMALLY PAID (i.e. eight hours additional pay at the normal rate of pay, one and one-half times the normal rate of pay, etc).

<u>HOLIDAY</u>	<u>HOW PAID</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

PROPOSAL PAGES PART II 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.

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.

Tab 4: Professional Licenses and Certificates

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.

Tab 6: List those persons who will have a management position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

Tab 7: List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

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

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

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

Tab 10: Joint Venture – If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

Tab 11: Cost Proposal pages

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.

CITY OF FORT LAUDERDALE MARINE FACILITIES

SECURITY TRACKING SYSTEM POLICIES AND PROCEDURES

Daily Monitoring and Routine Scanning

1. The security guard will first pick up the scanning tool device at Cooley's Landing Marina or New River base holder at the assigned office location and the designated bar code scanned for the assigned.
2. All dock slips identified on the security patrol zone listing of slips in Part IV, Section 06 of the RFP specifications equipped with a touch tag with the exception of facilities that are presently closed or not applicable (N/A) at the present time will be monitored and scanned with the scanning tool device.
3. Cooley's Landing Marina must be scanned a minimum of at least two times per shift or as determined for each route.
4. New River Facilities must be scanned one time per shift and no more or as determined by the Post operating orders issued by the Supervisor of Marine Facilities. Prior to departing for the New River shift the designated bar code must be scanned.
5. Incident reports will be maintained for all incidents which occur by category or type on the list provided for scanning of bar codes provided for record collection purposes (see vessel reporting and incidents below).
6. Scanning tool devices will be returned to the charger at the designated location at the conclusion of the shift.

Vessel Reporting and Recording of Incidents

1. Any vessels not on the inventory of vessels provided each night should be provided on the written report kept daily for the "Summary of Unrecorded Vessels". The touch tag should also be scanned at the site of the occupied slip and the bar code scanned separately as identified on the list as "unrecorded vessel" established for this incident. The written report must contain specific information regarding the time, name of vessel, vessel make, and vessel identification or registration number for tracking purposes.
2. Any incident classed as a "Vessel Disturbance" or "Other Incident" if not classified as established on the list provided below that occur at a specific slip location should be recorded by scanning the slip computer button at the site of the incident and also by scanning the bar code separately for these incidents. A written report must also be submitted at the end of the shift detailing the incident with a copy of the police report or card number issued at the time of the incident.

3. There may be special exemptions for security zone and/or specific slips that are identified on the above patrol list or conveyed by the Supervisor of Marine Facilities as part of the Post Operating Orders that are closed due to construction or for other reasons.
4. Notification of incidents of vandalism or other problems requiring maintenance or repair to facilities should be reported routinely during each shift as a preventive measure. If damages are a result of vandalism or other human act of indecency then the touch tag at the specific slip location should be scanned and the bar code scanned separately for "property vandalism" or the specific category on the list provided that may closely apply. The bar code for the type of "slip repair" should also be scanned for record keeping purposes.
5. All other incidents as established on the list provided for scanning and record keeping purposes should be used only if the incident closely resembles the act. The "miscellaneous incident" category should be used if there is no category that closely fits the type of incident.

Violations and Recording Procedures:

1. Violations of established dock rules in accord with the list provided or incidents to guests on the inventory of vessels at City Docks requires notification to the police and the Supervisor of Marine Facilities. The touch tag at the designated site must be scanned for and the bar code scanned separately for the specific dock rule violation as established on the list provided for this type of incident. If the Police Department or any other applicable City Department and the Supervisor of Marine Facilities are notified the bar code for each of these categories should also be scanned for recording purposes.
2. Violations of vessels found at City docks that are unregistered and not on the inventory of vessels should be reported to the police and the Supervisor of Marine Facilities and immediately removed from the premises. The touch tag at the designated site must be scanned and the bar code scanned separately for a violation of "trespassing" as established on the list of incidents. The bar codes provided for the Police Department or any other applicable City Department requiring notification or assistance and the Supervisor of Marine Facilities must also be scanned for recording purposes. A copy of a written incident report must be submitted at the end of the shift including a copy of the police report or card number issued at the time of the incident.
3. Commercial vessels found not to have a Marine Facilities Permit for "Loading and Off-Loading at designated sites or vessels unregistered by the State or not properly certified by the U.S. Coast Guard are subject to action by the City, including prosecution for trespass. The police and the Supervisor of Marine Facilities should be notified immediately. The touch tag at the designated site must be scanned and the bar code scanned separately for a violation of "trespassing" as established on the list of incidents. The bar codes provided for the Police Department or any other applicable City Department requiring notification or assistance and the Supervisor of Marine Facilities must also be scanned for recording purposes. A written incident report must also be submitted at the end of the shift including a copy of the police report or card number issued at the time of the incident.

4. All other violations as established on the list provided for scanning and record keeping purposes should be used only if the violation closely resembles the act. The “miscellaneous violation” category should be used if there is no category that closely fits the type of violation.

List of Incidents for Bar Code Scanning

Unrecorded transient vessel
Vessel Disturbance
Vessel Burglary
Trespassing
Public Intoxication
Assault and Battery
Vagrancy
Facility Vandalism
Facility Burglary
Parking Violation
Boat Ramp Incident
Police Department contacted
Public Services Department contacted
Fire Department contacted
Parks and Recreation Department contacted
Supervisor of Marine Facilities contacted
Dockmaster contacted
Other Incident
Dock Rule Violation
Miscellaneous Violation
Unregistered Commercial Vessel
Vessel Listing
Vessel Sinking
Fire on Vessel
Vessel Electrical Outage
Vessel Unsecured or Untied
Vessel Alarm Activated
Building Alarm Activated
Vessel Vandalism
Property Vandalism
Slip Repair Report – Lighting
Slip Repair Report – Electric
Slip Repair Report – Water
Slip Repair Report - Pumpout
Slip Repair Report – Landscaping

**CITY OF FORT LAUDERDALE
MARINE FACILITIES - INCIDENT REPORT**

FACILITY _____
Case # _____

DAY/DATE:	TIME:	FACILITY/SLIP LOCATION:	INCIDENT TYPE:
Police Notified YES/NO	Officer Name:		Case OR Number (P.D.):
Name of Complainant:		Time Arrived:	Time Departed:
How Reported: (radio, phone, in- person, normal patrol, etc.)		Department Contacted:	Reviewed By:
NARRATIVE:			

Security Officer (PRINT) _____	Signature _____
Security Supervisor (PRINT) _____	Signature _____

Incident Types:

- | | | |
|--------------------------|--------------------------|-------------------------|
| Vessel Disturbance | Other Incident | Assault and Battery |
| Dock Rule Violation | Vessel Listing | Vagrancy |
| Vessel Sinking | Vessel Vandalism | Facility Vandalism |
| Property Vandalism | Fire on Vessel | Miscellaneous Violation |
| Facility Burglary | Vessel Alarm Activated | Trespassing |
| Building Alarm Activated | Vessel Unsecure | Vessel Burglary |
| Slip Repair: Lighting | Slip Repair: Landscaping | |
| Slip Repair: Electric | Slip Repair: Water | |
| Slip Repair: Pumpout | Other Repair: _____ | |

DO NOT WRITE BELOW THIS LINE

Department Contact Information:

**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.