

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

**482-9857**

**Chemical Treatment of Wastewater (Annual  
Contract)**



**Robert S. McKenney**

**954-828-7816**

## Bid 482-9857 Chemical Treatment of Wastewater (Annual Contract)

Bid Number 482-9857  
 Bid Title Chemical Treatment of Wastewater (Annual Contract)

Bid Start Date Oct 5, 2007 11:42:59 AM EDT  
 Bid End Date Oct 24, 2007 2:00:00 PM EDT

Bid Contact Robert S. McKenney  
 Procurement Specialist II  
 Procurement  
 954-828-7816  
 RMcKenney@fortlauderdale.gov

Contract Duration 1 year  
 Contract Renewal 2 annual renewals  
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide the chemical treatment of wastewater by the use of dosing devices to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Request for Bid (RFB).

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at (954) 828-7816 or RMcKenney@fortlauderdale.gov. It is preferred that any questions that bidders wish to have addressed and which might require an addendum be submitted through the Question and Answer format through the RFP Depot website at least 7 days prior to bid due and open date. If required, written addendum will be issued by the City.

The City of Fort Lauderdale uses RFP Depot ([www.rfpdepot.com](http://www.rfpdepot.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to [www.rfpdepot.com](http://www.rfpdepot.com) for further information.

### Item Response Form

Item 482-9857-1-01 - Dosing Devices with Chemical Treatment  
 Quantity 12 month  
 Unit Price   
 Product Name   
 Delivery Location City of Fort Lauderdale  
Public Works Administration Building  
 949 NW 38th Street  
 Ft. Lauderdale FL 33309  
 Qty 12

#### Description

Contractor to provide dosing devices with chemical treatment to be installed in various areas of the City's wastewater collection system. See additional specifications attached. Only the three products listed in the specifications are eligible for this contract. Unit price furnished by bidder shall be the monthly charge for the use of all devices, the chemicals and testing/reporting.

---

Item	482-9857-1-02 - Mobilization Charge
Quantity	1 lot
Unit Price	<input type="text"/>
Product Name	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 1

**Description**

Bidder will enter a flat fee for mobilizing their resources for this contract. The fee shall be equal to no more than 10% of the full twelve month charge in item #1 above. See attached bid specifications.

**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 have 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 the bid and the prices quoted in the 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.

#### **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 and/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 Bidders, 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 the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the 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, the bidder must notify the Procurement Services Department 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 the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 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.
- 3.17 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.

- 3.18 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 the 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 Occupation 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 the bidder 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, the bidder will, if the bidder 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 attorneys 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 three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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 out 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 of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior 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.

## SPECIAL CONDITIONS

### 1.01. Purpose

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor to **provide chemical product and service to control odors, fats, oils and greases** to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

### 1.02. Information, Questions or Addendum

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at (954) 828-7816 or [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). It is preferred that any questions that bidders wish to have addressed and which might require an addendum should be submitted through the Question and Answer format through the RFP Depot website at least 7 days prior to bid due and open date. If required, written addendum will be issued.

### 1.03. Competency of Bidders

Bids shall be considered only from firms who have been previously approved by the City with a Request for Qualifications process. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

### 1.04. Performance

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

### 1.05. Contract Term

The initial term of this contract shall be one (1) year and is estimated to begin on or about November 20, 2007, depending on the need for approval of award by the City Commission. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

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

### 1.06. Cancellation

Based on the results of the subsequent testing conducted in paragraph 2.03F below, it may be determined that the odor and FOG control program herein described is not worth continuing. In such case the City upon thirty days written notice to the Contractor may cancel the contract. The City will make all payments due the Contractor to that point in time.

## 9857 FOG chem. treat c-s (1/5)

**1.07. Price**

Bidder will quote a firm, fixed monthly cost for the dosing devices and chemicals described in the Scope of Services and on the Bid Proposal pages. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

**1.08. Evaluation/Award**

Award will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening. Within 10 days of opening, the bid tabulation will be available at [www.rfpdepot.com](http://www.rfpdepot.com) and at [www.fortlauderdale.gov/purchasing/index.htm](http://www.fortlauderdale.gov/purchasing/index.htm).

**1.09. Cost Adjustments**

Costs for all services provided under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

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

**1.10 Estimated Quantities/Warranty of Usage**

The quantities listed below and on the Bid Proposal page are estimates and may be used by the bidder as a guide and will also be used for bid tabulation purposes. However, no warranty or guarantee of quantities to be purchased is given or implied. It is understood that emergency situations are unpredictable and the Contractor will furnish the City's needs as they arise.

**1.11. Insurance**

The Contractor shall furnish proof of Workers' 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 Commercial General Liability and Automobile Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

**Worker's Compensation and Employer's Liability Insurance**

Limits: Worker's Compensation – Statutory 440.055

**9857 FOG chem. treat c-s (2/5)**

**Employer's Liability - \$500,000**

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

**Commercial General Liability Insurance**

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

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

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

**Automobile Liability Insurance**

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

Limits: Bodily Injury	\$250,000 each person \$500,000 each occurrence
Property Damage	\$100,000 each occurrence
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

A copy of any current Certificate of Insurance should be included with your bid.

**In the event that you are the awarded contractor, you will be required to provide an original Certificate of Insurance naming the City as an "Additional Insured" for General and Automobile Liability.**

**1.12. Lobbying Activities**

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>

**1.13. General Conditions**

**9857 FOG chem. treat c-s (3/5)**

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions are included by reference.

## TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

### 2.01. General

The City of Fort Lauderdale operates a wastewater treatment plant with approximately 460 miles of collection lines and 150 lift stations. This system generates odors and collects quantities of fats, oils and greases that tend to inhibit the flow of waste. The City desires to treat this problem with a 100% organic material that, when introduced to the collection system, will reduce the presence of the odors, fats, oils and greases.

The product desired is to be safe for humans, animals, fish and birds and shall not violate relevant Florida Statutes, Florida Administrative Codes or Environmental Protection Agency Codes.

This is a site-specific bid for the basin the City of Fort Lauderdale describes as the A7 Basin. It is the City of Fort Lauderdale's intention to bid this as a lump sum service project. All product, labor, material, dispensing equipment, etc., needed to complete this project shall be combined into one monthly cost. The bid will include one mobilization not to exceed 10% of the total contract and a monthly cost to perform the service (all inclusive). The monthly cost will be multiplied by 12 and added to the cost of the mobilization for the purpose of comparing pricing.

### 2.02. Eligible Products

Due to a previous pre-qualification process, only the following products are considered acceptable by the City of Fort Lauderdale at this time. **NOTE: no other products will be accepted.**

Bio-Kat by Natural Resource Protection  
In-Pipe by In-Pipe Technology  
Byogon, PX-109 by Lakepointe Environmental Group

### 2.03. Contractor Responsibilities

- A. Within the first thirty days, the contractor will provide the City of Fort Lauderdale with two App-Tek Model OdaLog ® Type I Logger units and all necessary cables and software to program and extract the information from the units. This equipment will be used as the means of verifying the results of the approved product's effectiveness. The logger units provided by the Contractor and the information stored within them, becomes the sole property of the City of Fort Lauderdale.
- B. Upon authorization by the city, the Contractor shall conduct an initial sulfide survey in the wet well of the pump station in question and its' associated tributary area and the discharge forcemain. Wet well monitoring shall consist of measurement of hydrogen sulfide (H<sub>2</sub>S) gas in the air, the total H<sub>2</sub>S concentration in the wastewater, pH, and temperature in the wastewater. Well monitoring shall be performed for a minimum 7 day period with H<sub>2</sub>S measurements taken every 2 hours between 8:00 a.m. and 8:00 p.m. . Total H<sub>2</sub>S measurement will be performed at a minimum of 1 and maximum of 4 selected locations in the tributary area of each pump station. The goal is to reduce the sulfide levels to <= 1 PPM. The results of the initial Sulfide Monitoring Program will be submitted to the City. The report shall summarize the results of the monitoring program and discuss the significance of the monitored parameters. Acceptable methods of analysis are listed below.

**9857 FOG chem. treat c-s (4/5)**

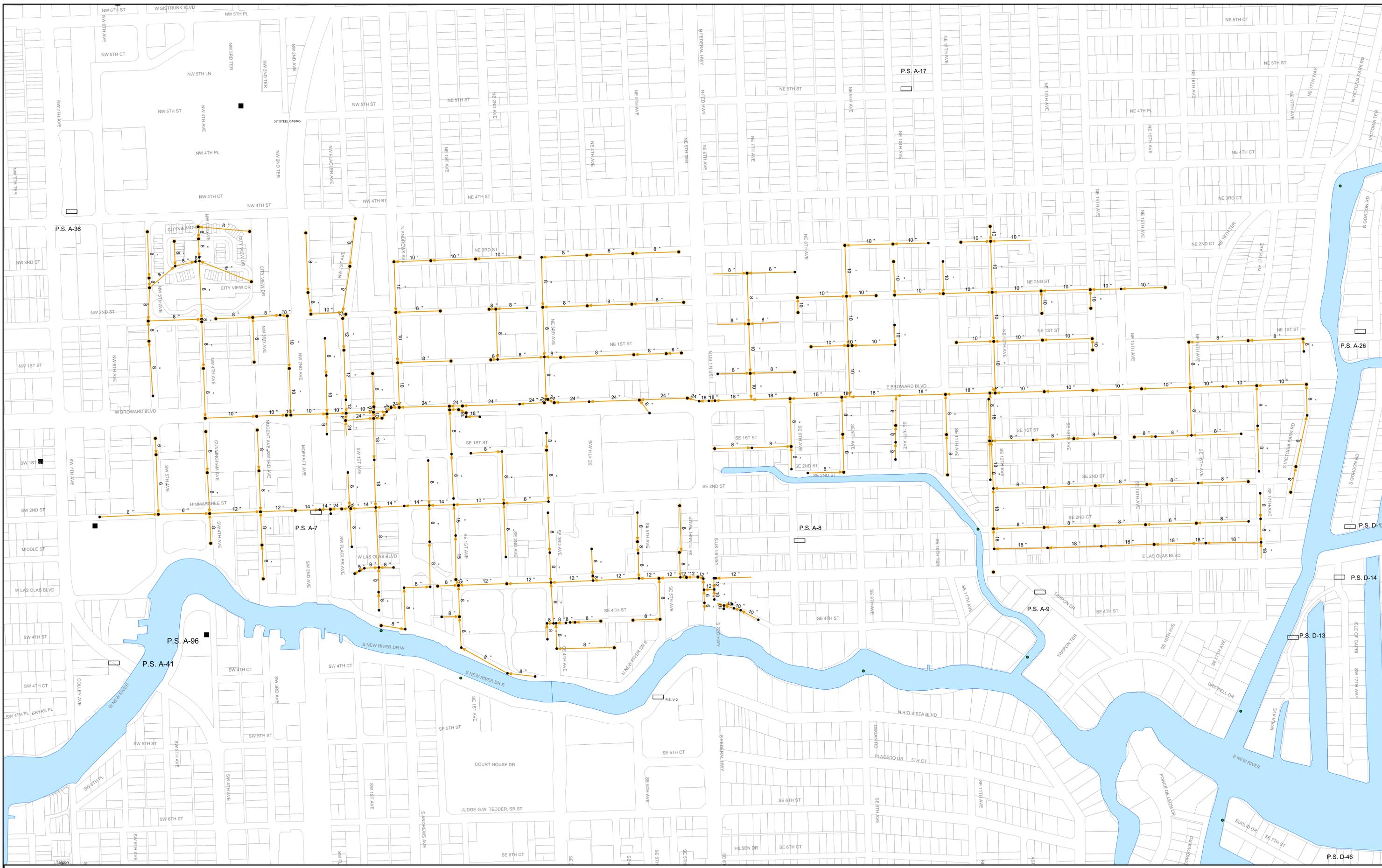
- C. The Contractor shall use contractor-supplied dosing devices in various areas throughout the collection system as designated by the city. These devices must not require an external power source to operate and will be installed by the Contractor.
- D. The Contractor will be responsible for providing the product and servicing the dosing devices on a regular basis.
- E. The Contractor will provide itemized monthly reports.
- F. After three Months of Service, the Contractor shall conduct subsequent sulfide surveys in the wet well of the pump station in question and its' associated tributary area and the discharge force main. Wet well monitoring shall consist of measurement of hydrogen sulfide (H<sub>2</sub>S) gas in the air, the total H<sub>2</sub>S concentration in the wastewater, pH, and temperature in the wastewater. Well monitoring shall be performed for a minimum 3 day period with H<sub>2</sub>S measurements taken every 2 hours between 8:00 a.m. and 8:00 p.m. . Total H<sub>2</sub>S measurement will be performed at a minimum of 1 and maximum of 4 selected locations in the tributary area of each pump station. The goal is to reduce the sulfide levels to  $\leq 1$  PPM. The results of the Monthly Sulfide Monitoring Program will be submitted to the City. The report shall summarize the results of the monitoring program and discuss the significance of the monitored parameter. All samples collected for analysis will be grab samples.

#### **2.04. Parameter to be Used**

Hydrogen sulfide readings will be taken with the App-Tek Model Odalog Type 1 Loggers that have been provided to the City by the Contractor as described in paragraph 2.03A.

#### **2.05. City to Provide to Pre-Qualified Bidders**

- A. A map of the basin and all man holes leading to pump station A-7.
- B. Gallons per minute of the pumps in pump station A-7.
- C. Most recent pump run times of the pumps in pump station A-7.
- D. All above documents are provided in pdf format and included in the bid packet.



# PUMP STATION AREA A-7



A-7

YEAR: 2000

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	31	325.0	89.0	91.0	
FEB	28	183.0	104.0	110.0	
MAR	33	195.0	133.0	137.0	
APRIL	26	119.0	12.0	252.0	
MAY	37	217.0	115.0	187.0	
JUNE	26	162.0	110.0	135.0	
JULY	35	257.0	138.0	156.0	
AUGUST	31	196.0	128.0	142.0	
SEPT	28	154.0	127.0	168.0	
OCT	26	243.0	368.0	72.0	
NOV	36	145.0	196.0	224.0	
DEC	29	113.0	130.0	182.0	
TOTAL	366	2309.0	1652.0	1856.0	

MAKE	ABS	ABS	ABS
MODEL	M860/4-S3-6	M860/4-S3-6	M860/4-S3-6
G.P.M.	2000	2000	2000
R.P.M.	1780	1780	1780
H.P.	115	115	115
Imp. Dia.	310mm	310mm	310mm
T.D.H.	118'	118'	118'

A-7

YEAR: 2000

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	31	325.0	89.0	91.0	
FEB	28	183.0	104.0	110.0	
MAR	33	195.0	133.0	137.0	
APRIL	26	119.0	12.0	252.0	
MAY	37	217.0	115.0	187.0	
JUNE	26	162.0	110.0	135.0	
JULY	35	257.0	138.0	156.0	
AUGUST	31	196.0	128.0	142.0	
SEPT	28	154.0	127.0	168.0	
OCT	26	243.0	368.0	72.0	
NOV	36	145.0	198.0	224.0	
DEC	29	113.0	130.0	182.0	
TOTAL	366	2309.0	1652.0	1856.0	

A-7

YEAR: 2001

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	30	113.0	129.0	145.0	
FEB	30	194.0	154.0	1.0	
MAR	29	197.0	239.0	0/5	
APRIL	31	182.0	213.0	25.0	
MAY	33	229.0	250.0	155.0	
JUNE	27	109.0	136.0	123.0	
JULY	28	117.0	148.0	145.0	
AUGUST	36	183.0	233.0	249.0	
SEPT	30	181.0	229.0	217.0	
OCT	33	120.0	443.0	339.0	
NOV	27	135.0	154.0	166.0	
DEC	31	122.0	139.0	143.0	
TOTAL	365	1882.0	2467.0	1708.0	

A-7

YEAR: 2002

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	31	114.0	126.0	127.0	
FEB	31	135.0	147.0	153.0	
MAR	25	95.0	109.0	104.0	
APRIL	36	69.0	163.0	246.0	
MAY	28	79.0	111.0	186.0	
JUNE	27	130.0	116.0	248.0	
JULY	31	420.0	496.0	8/s	
AUGUST	35	165.0	229.0	138.0	
SEPT	26	92.0	154.0	218.0	
OCT	34	132.0	182.0	203.0	
NOV	31	132.0	206.0	127.0	
DEC	26	157.0	214.0	40.0	
TOTAL	361	1720.0	2253.0	1790.0	

A-7

YEAR: 2003

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	36	143.0	186.0	117.0	
FEB	26	94.0	117.0	79.0	
MAR	29	158.0	52.0	130.0	
APRIL	36	176.0	106.0	145.0	
MAY	27	72.0	145.0	138.0	
JUNE	30	95	298.0	285.0	
JULY	29	86.0	127.0	109.0	
AUGUST	31	253.0	260.0	95	
SEPT	26	107.0	312.0	99.0	
OCT	33	189.0	186.0	109.0	
NOV	32	171.0	214.0	243.0	
DEC	31	106.0	107.0	105.0	
TOTAL	372.0	1555.0	2110.0	1559.0	

A-7

YEAR: 2004

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	26	95.0	98.0	92.0	
FEB	32	96.0	198.0	147.0	
MAR	33	58.0	165.0	166.0	
APRIL	28	113.0	114.0	108.0	
MAY	27	101.0	103.0	98.0	
JUNE	35	131.0	136.0	128.0	
JULY	27	105.0	108.0	105.0	
AUGUST	36	178.0	188.0	213.0	
SEPT	27	126.0	131.0	190.0	
OCT	29	141.0	141.0	241.0	
NOV	34	148.0	159.0	209.0	
DEC	30	177.0	178.0	48.0	
TOTAL	364	1469.0	1719.0	1745.0	

YEAR: 2005

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	30	211.0	206.0	0/5	
FEB	27	218.0	193.0	0/5	
MAR	33	266.0	242.0	0/5	
APRIL	27	222.0	189.0	0/5	
MAY	36	185.0	351.0	0/5	
JUNE	24	309.0	260.0	0/5	
JULY	33	300.0	382.0	0/5	
AUGUST	35	361.0	301.0	0/5	
SEPT	27	325.0	315.0	0/5	
OCT	28	356.0	330.0	0/5	
NOV	34	481.0	366.0	0/5	
DEC	32	297.0	228.0	0/5	
TOTAL	366	3531.0	3363.0	0/5	

A-7

YEAR: 2006

MONTH	# OF DAYS	PUMP #1 HRS	PUMP #2 HRS	PUMP #3 HRS	PUMP #4 HRS
JAN	32	293.0	229.0	0/s	
FEB	22	227.0	115.0	0/s	
MAR	35	325.0	209.0	0/s	
APRIL	28	263.0	175.0	0/s	
MAY	29	334.0	163.0	0/s	
JUNE	32	408.0	169.0	0/s	
JULY	32	480.0	57.0	79.0	
AUGUST	33	346.0	162.0	93.0	
SEPT	30	336.0	183.0	200.0	
OCT	31	284.0	123.0	150.0	
NOV	28	228.0	110.0	133.0	
DEC	32	238.0	128.0	152.0	
TOTAL	364	3762.0	1823.0	807.0	

**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.**



Variances:

An empty table with a vertical scrollbar on the right side. The table is defined by a thin black border and contains no data.

revised 8-17-07