

Solicitation 785-9915
PRESORT MAIL & FULLFILLMENT SERVICES



City of Fort Lauderdale

Bid 785-9915 PRESORT MAIL & FULLFILLMENT SERVICES

Bid Number 785-9915
Bid Title PRESORT MAIL & FULLFILLMENT SERVICES

Bid Start Date May 6, 2008 10:22:39 AM EDT
Bid End Date Jun 3, 2008 2:00:00 PM EDT
Question &
Answer End Date May 19, 2008 5:00:00 PM EDT

Bid Contact Richard Ewell
Purchasing
rewell@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide various fulfillment and mail services on a daily and "as needed" basis for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

For a copy of the RFP, go to www.rfpdepot.com.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

Cooperative Purchasing:

The Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

“WORKING TOGETHER TO REDUCE COSTS”

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 the 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, MAY 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 the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variances: _____

PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide various fulfillment and mail services on a daily and "as needed" basis for the City's Business Enterprises Department, 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. ELIGIBILITY

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

PART II - RFP SCHEDULE

Release RFP	05/06/08
Last Date for Receipt of Questions of a Material Nature	05/19/08
Addendum Release (If required)	05/23/08
PROPOSAL DUE (Prior to 2:00 PM)	06/03/08

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 07/07 (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 PROPOSALS

The 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 or service 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 proposed alternate 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 October 5, 2008 or date of award, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

10. COST ADJUSTMENTS

Prices quoted shall be firm for the first year of the initial contract term. Costs for any following contract years or extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the

scheduled expiration date.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

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

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on 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 proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement and Materials Management
 100 N. Andrews Avenue, Room 619
 Ft. Lauderdale, FL 33301

18. 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>.

19. 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.

20. 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.

21. 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.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors

22. 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.

23. 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.

24. 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. INTENT

The City desires to establish a contract with a qualified Contractor to provide various fulfillment and mail services on a daily and "as needed" basis. Such services may include, but are not limited to: barcoding, encoding, presorting, FastForward and commingling of First Class letters and Flat mail (permit & metered mail); same day pick-up and delivery to the United States Postal Service (USPS) Fort Lauderdale Main Facility located at 1900 W. Oakland Park Blvd., Fort Lauderdale, FL 33310, of daily mail, pre-barcoded mail (water bills, etc.) and special events mailings. Optional services such as metering and fulfillment services (i.e. inserting, labeling, folding, etc.), may be required on an "as needed" basis. The ability of the Contractor to provide accurate and timely services shall be a primary consideration in award of this contract.

02. GENERAL INFORMATION

The City of Fort Lauderdale estimates its requirement on this contract will encompass the encoding, barcoding, presorting and handling of an estimated 50,000 pieces of first class mail per month. The contract shall also include the encoding, barcoding, presorting and processing of an estimated 300,000 pieces per year of bulk mail and delivery of pre-barcoded water bills to the Main Facility of the United States Postal Service in Fort Lauderdale. The successful contractor will service the City's needs, as requested. This is only an estimate, and no warranty or guarantee is given as to the number of actual pieces of mail processed, or optional fulfillment and mailing services that shall be used as a result of this contract. The City is acting as the "lead agency" for several Broward County municipalities, and in this capacity issues the RFP including their respective requirements as a part of any resultant contract. Pick-up locations and volumes shall vary for each participating entity. Technical requirements of the RFP will be applicable to all contract participants, except as may be specifically noted for a particular agency.

03. TECHNICAL REQUIREMENTS

Mail for the City of Fort Lauderdale will be metered daily with the USPS Automation 5-digit rate. The contractor shall arrange for daily mail pick-up, take the mail to the company's facility, barcode with the appropriate zip+4, presort and commingle it with other customer's mail to maximize the postage discount rate according to current USPS guidelines and deliver such mail to the Fort Lauderdale Main Post Office on the same day it is picked up.

Contractor shall pick-up all mail from City Hall, 100 N Andrews Avenue, 2nd Floor Mail Room, No earlier than 3:30 P.M. and not later than 4:30 P.M. daily, Monday through Friday (excluding designated City Holidays), unless otherwise approved by the City in writing.

Contractor shall provide and sign a dated receipt reflecting the number of mail trays and buckets, said to contain a specified number of mail pieces (letters and flats, metered and non metered), for billing purposes at each daily pick-up.

Contractor shall sort all mail for processing, except for pre-barcoded Post Office ready mail.

The City shall not be responsible for separation or sorting of mail prior to Contractor pick-up.

The Contractor shall use state-of-the-art-equipment and techniques such as commingling of mail to maximize the City's mail discount rate.

Due to time and travel considerations, the Contractor must have a Broward County, FL drop off location for local printing vendors utilized by the City of Fort Lauderdale, City of Fort Lauderdale Departments and Co-op agencies to drop off special mailings for processing.

Contractor shall guarantee all processed mail is forwarded to the USPS designated facility each day of the week, except: Saturday, Sunday, official City Holidays and/or those observed by the USPS.

Mail picked up from the City is required to be processed and delivered to the Fort Lauderdale Main Post Office ON THE SAME DAY IT IS PICKED UP.

Mail pieces determined to be non-compliant with the USPS Automation 5 digit rate or non-barcodable shall be upgraded with additional postage. The Contractor shall apply the additional postage utilizing the lowest possible rate. The Contractor shall notify the designated City representative for unusual or large sum postage additions that exceed \$500 in one day and receive authorization before postage is added. Additional postage usage must be listed on the weekly "analysis report".

After processing and delivering the City's mail to the USPS, an "analysis report" must be returned to the City's Central Services Mail Room on a weekly basis.

The "analysis report" shall include the following minimum information:

- Total pieces processed and delivered to the USPS.
- Total pieces barcoded (MLOCR) and the unit and extended cost.
- Total number of items that did not qualify for the Automation 5-digit rate, the upgraded rate(s) and the unit and extended cost.
- Total additional charges including service performed, qualification rate(s) and the unit and extended cost.
- Total International pieces and the unit and extended cost.
- Total pieces E-Certified Mail and the unit and extended cost.

This information shall be forwarded weekly. Invoices shall be processed for payment by the City monthly.

Pre-Barcoded Mail: The City's water bills are printed every day and barcoded. USPS form 3600-R is prepared by the City and attached to sleeved trays.

The Contractor shall pick-up this Post Office ready mail in trays from the City Hall Mail Room and deliver it to the USPS Fort Lauderdale Main Facility on the same day of pick-up. If there is a cost for this service, the bidder shall provide a firm, fixed cost per pick-up and delivery for this service.

Contractor shall provide all USPS trays, buckets and tray sleeves on an "as needed" basis at no cost to the City.

Bulk Mail: Bidder shall provide complete details, requirements, limitations, and all costs associated with pick-up, FASTforward, presort, barcode, and processing of bulk mail using the City's indicia.

Such information shall include, but not be limited to:

- Cost of barcoding Presorted First Class Mail.
- Cost of barcoding Presorted Standard mail.
- Cost for processing permit mail.
- Bidder shall provide details on all other related costs

Flats: The Contractor shall also handle the City's requirements to process approximately 5,000-6,000 "flat" pieces of mail per year. Bidder shall provide a firm fixed cost to the City on the basis of:

- Presorted First Class
- Non Presorted First Class

Special Event and other Special First Class and Standard Mailings:

The Contractor shall have the ability to handle the City's permit special mailings on an "as requested" basis.

Contractor shall provide verification (USPS Forms 3600,3602) of delivery to the USPS of each special mailing as soon as it is delivered to the USPS. Verification must include, date mailed, number of pieces, and weight per piece. These special mailings may be labeled by the City, or may require the Contractor to inkjet the indicia and/or address. If Contractor shall be requested to address the pieces, the City will provide a mailing address list. The Contractor shall be responsible for any certification or verification of the mailing list as required by USPS regulations. The charges for such services or certification shall be identified in the Bidders RFP response for Optional/Other Costs.

Special mailings may require folding, stapling and/or tabbing services to comply with USPS regulations. Bidder shall provide the cost for all these services as part of the RFP response for Optional/Other Costs.

E-Certified: Contractor shall have E-Certified mail processing capabilities and equipment. The cost for E-Certified mail shall be on a per piece basis without additional fees or charges. The required software, installation and training shall be provided at no charge to the City.

Turn Around Times/Schedules: Contractor shall provide a "Maximum Turn-Around Time" for guarantee of mail processing on all Special Mailings, First Class and Standard.

Emergency Plan: Contractor must have an emergency plan in place in the event of any emergency which causes operations to cease at their facility. Contractor will provide details of the emergency plan which include the means of picking up the daily mail, alternate processing location and delivery to the USPS Fort Lauderdale Main Facility or alternate USPS facility should the emergency be countywide.

Secured Facility: Contractor must have security measures in place to ensure the facility where City mail is processed and mailing records are stored is secure. Contractor must have

employee and sub-contractor screening practices in effect. Facility security and hiring procedures will be evaluated in consideration of award of this contract.

04. PARTICIPATING CO-OP AGENCIES

The following are estimated quantities for Co-Op Agencies that will be participating in this contract. Note, services may or may not include the following: pickup, presort, metering, barcode, encode, commingling, FASTforward, etc.

City of Fort Lauderdale; Contractor shall pick up all mail from City Hall, 100 N Andrews Avenue, 2nd Floor Mail Room, No earlier than 3:30 P.M. and not later than 4:30 P.M daily Monday through Friday (excluding designated City Holidays).

Estimated days per year for pickup and delivery; 251
 Estimated days per year for pick and delivery Post Office ready mail; 251
 Estimated yearly Qty. 1st Class Letters Presort/Barcode; 500,000
 Estimated yearly Qty. 1st Class Flats Presort/Barcode; 3000
 Estimated yearly Qty. 1st Class Parcels ; 200
 Estimated yearly Qty. Encoding; 50,000
 Estimated yearly Qty. FastForward; 300,000
 Estimated yearly Qty. E-Certified Mail; 9000
 Estimated yearly Qty. International Mail; 100
 Estimated yearly Qty. Permit (bulk) mail pieces; 250000 (barcode, encode presort, etc.)
 Estimated yearly Qty. Mailing List File Set-up; 100
 Estimated yearly Qty. Load, Convert, Format; 100,000
 Estimated yearly Qty. DPV; 100,000
 Estimated yearly Qty. MailStream Report; 100,000
 Estimated yearly Qty. Cass Certification; 100,000
 Estimated yearly Qty. De-Duping; 100,000
 Estimated yearly Qty. Metering; 20,000
 Estimated yearly Qty. Inkjet address/Indicia; 150,000
 Estimated yearly Qty. Inserting, 1 insert; 1,000
 Estimated yearly Qty. Inserting, 2 inserts; 500
 Estimated yearly Qty. Inserting, 3 inserts; 250
 Estimated yearly Qty. Folding, Tri-Fold; 1,000
 Estimated yearly Qty. Folding, Quad-Fold; 500
 Estimated yearly Qty. Tabbng, 1 tab; 5,000
 Estimated yearly Qty. Tabbng, 2 tabs; 1,000

City of Oakland Park; Contractor shall pick up all mail from City Hall, 3650 NE 12th Avenue, Oakland Park, FL. 33334, No Earlier than 3:00 P.M. and not later than 4:30 P.M. daily Monday through Friday (excluding designated City Holidays).

Estimated days per year for pickup and delivery; 251
 Estimated yearly Qty 1st Class Letters Presort/Barcode; 36400
 Estimated yearly Qty 1st Class Flats Presort/Barcode; 1,560
 Estimated yearly Qty Certified Mail; 1,820
 Estimated yearly Qty International Mail; 260
 Estimated yearly Qty. Permit (bulk) mail pieces; 25,000 (barcode, encode presort, etc.)
 Estimated yearly Qty. Inserting, 1 insert; 60,000
 Estimated yearly Qty. Inkjet address/Indicia; 10,000

Estimated yearly Qty. Folding, Tri-Fold; 40,000

City of Pompano Beach; Contractor shall pick-up all mail from 100 W Atlantic Blvd., Pompano Beach, FL 33060, Mailroom, 1st Floor, at the preferred time of 4:30 P.M daily Monday through Friday (excluding designated City Holidays).

Estimated days per year for pickup and delivery; 251
 Estimated yearly Qty. 1st Class Letters Presort/Barcode; 13052
 Estimated yearly Qty. 1st Class Flats Presort/Barcode; 4,316
 Estimated yearly Qty. International Mail; 156

City of Tamarac; Contractor shall pick-up all mail from 7525 NW 88 Avenue, Tamarac, FL 33321 at the preferred time of 4:30 P.M. daily Monday through Friday (excluding designated City Holidays).

Estimated days per year for pickup and delivery; 251
 Estimated yearly Qty. 1st Class Letters Presort/Barcode ; 38,116
 Estimated yearly Qty. 1st Class Flats Presort/Barcode; 1,976
 Estimated yearly Quantity Certified Mail; 2,912

City of Hollywood; Contractor shall pick-up all mail from 2600 Hollywood Blvd., Hollywood, FL 33020, at the preferred time of 3:30 P.M daily Monday through Friday (excluding designated City Holidays).

Estimated days per year for pickup and delivery; 251
 Estimated yearly Qty. 1st Class Letters Presort/Barcode; 131,716
 Estimated yearly Qty. 1st Class Flats Presort/Barcode; 28,912
 Estimated yearly Qty. 1st Class Parcels; 520
 Estimated yearly Qty. Certified Mail; 7,540
 Estimated yearly Qty. Registered Mail; 52
 Estimated yearly Qty. International Mail; 1,040
 Estimated yearly Qty. E-Certified Mail; 2400
 Estimated yearly Qty. Permit (bulk) mail; 500,000
 Estimated yearly Qty. Inkjet Address/Indicia; 100,000
 Estimated yearly Qty. Tabbings, 1 tab; 150,000
 Estimated yearly Qty. Tabbings, 2 tabs; 1,000
 Estimated yearly Qty. Inserting, 1 insert; 250,000
 Estimated yearly Qty. Folding, Tri-Fold; 250,000

City of Deerfield Beach; Contractor shall pick up Permit (bulk) mail on an on call "as needed" basis from City Hall, 150 N.E. 2nd Avenue. Deerfield Beach, FL 33441, approximately two times per week at the preferred time of 3:00 P.M.
 Estimated "as needed" yearly quantity permit (bulk) Mail; 150,000

05. PRICING

Bidders shall provide the City with a firm, fixed unit cost (fee) for each service requested in the RFP specifications, and for any other services offered or proposed by the Bidder in the RFP response. Bidder shall provide a unit and extended cost based on the estimated quantities provided in the RFP.

06. OPTIONAL ADDITIONAL SERVICES

The City may require various additional mailing and fulfillment services on an "as needed" basis. Bidders are requested to submit specific rates to perform all available optional services, including but not limited to those listed below, as an appendix to their RFP response:

- "As needed" metering service.
- Certified Mail electronic processing.
- Labeling: Inkjet/printing indicia and/or address with supplied mailing list, cost to include all costs associated with preparing mailing list.
- Inserting in #10 envelope:
 - 1 insert
 - 2 inserts
 - 3 inserts
- Folding:
 - Trifold, 8 1/2x11"
 - Quadfold, 8 1/2x14".
- Tabbing:
 - 1 tab
 - 2 tabs

07. AWARD

The award of the contract will be based on all the information submitted by Proposers in response to the RFP. The City reserves the right to accept or reject any or all responses, or parts of RFP responses and to waive minor variations to specifications and in the RFP process. The City reserves the right to visit and inspect the Proposer's facilities prior to award to determine their capability to perform the services requested, in accordance with the specifications contained in the RFP.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

Understanding of the overall needs of the City as presented in the narrative technical proposal.	Weight factor: 10%
Ability and capacity of Proposer, including equipment, facilities, operations, and staff to perform all bid technical requirements and optional fulfillment services.	Weight factor: 20%
Financial stability to perform the services as contained in the RFP.	Weight factor: 15%
Experience, qualifications and references	Weight factor: 20%
Facility security, screening and hiring practices	Weight factor: 10%
Emergency Plan	Weight factor: 10%
Firm, fixed Total Cost to the City.	Weight factor: 15%

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.

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.

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.

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

All proposals must be received 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.

**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 ARE AS FOLLOWS:

Part I Proposal Pages - Cost Information

Part II Proposal Pages - Technical Information

Attachments to your Proposal

**PROPOSAL PAGES PART I
COST PROPOSAL**

Vendors shall submit firm fixed pricing for all services listed below on a per piece basis unless other price category is specified. Estimated yearly quantities are provided where applicable but are not guaranteed amounts, they are estimates based on previous experience. Any service item listed below without a price will be considered no charge. Please indicate no charge where applicable.

	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Daily pickup and delivery per agency	251 days	\$ _____	\$ _____
First Class Letters Presort/Barcode	719,284 ea	\$ _____	\$ _____
First Class Flats Presort/Barcode	39,764 ea	\$ _____	\$ _____
First Class Parcel	720 ea	\$ _____	\$ _____
Encoding	50,000 ea	\$ _____	\$ _____
Fastforward	300,000 ea	\$ _____	\$ _____

Bulk Mail:

Presort/Barcode/Encode	925,000 ea	\$ _____	\$ _____
E-Certified Mail Processing	11,400 ea	\$ _____	\$ _____
Certified Mail Processing	12,272 ea	\$ _____	\$ _____
International Mail	1,556 ea	\$ _____	\$ _____
Pre-barcoded Post Office ready mail pickup and delivery to Main Facility per agency	251 days	\$ _____	\$ _____

Optional Other Services:

Mailing List:

File Set-up	100 ea	\$ _____	\$ _____
Load, Convert, Format	100,000 ea	\$ _____	\$ _____
Delivery Point Verification (DPV)	100,000 ea	\$ _____	\$ _____
MailStream Report	100,000 ea	\$ _____	\$ _____

	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Cass Certification	100,000 ea	\$ _____	\$ _____
De-Duping	100,000 ea	\$ _____	\$ _____
Metering	20,000 ea	\$ _____	\$ _____
Inkjet address/indicia	260,000 ea	\$ _____	\$ _____
Inserting:			
1 insert	311,000 ea	\$ _____	\$ _____
2 inserts	500 ea	\$ _____	\$ _____
3 inserts	250 ea	\$ _____	\$ _____
Folding:			
Tri fold	291,000 ea	\$ _____	\$ _____
Quad fold	500 ea	\$ _____	\$ _____
Tabbing:			
1 Tab	155,000 ea	\$ _____	\$ _____
2 Tabs	2,000 ea	\$ _____	\$ _____
 GRAND TOTAL			\$ _____

Other services not listed above, please indicate below.

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

PROPOSAL PAGES PART II TECHNICAL PROPOSAL

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

- Tab 1: Proposal Signature Page
- Tab 2: Scope of Services. Provide an outline detailing your understanding of the City's overall needs and your approach to accomplishing the items as stated in the Technical Requirements.
- Tab 3: Ability and Capacity. Provide Company operational details which show the ability and capacity to perform bid technical requirements including facility, equipment and staff.
- Tab 4: Attach a Balance Sheet and Statement of Profit and Loss of the proposing firm from the preceding calendar or fiscal year, certified by either an appropriate Corporate Officer, or an independent Certified Public Accountant. If proposing firm is a privately held corporation, providing such records, for City review, at a time and place convenient to the City, will satisfy this requirement.
- Tab 5: Experience and qualifications and list of 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 differ from the ones presented in your proposal, please describe such differences.
- Tab 6: Facility Security, Screening and Hiring Practices. Proposer will provide detailed facility, sub contractor and personnel security and hiring measures in place.
- Tab 7: Emergency Plan. Proposer shall provide a detailed emergency plan outlining their emergency procedures.
- Tab 8: Cost of Services. Proposer to quote firm/fixed pricing for all Technical Requirements and other/optional services.

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
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 its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB 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.