

**REQUEST FOR PROPOSAL (RFP) 695-10335  
GREENHOUSE GAS INVENTORY AND SUSTAINABILITY ACTION PLAN**

**PART I – INTRODUCTION**

**1.01 Purpose**

The City of Fort Lauderdale is seeking proposals from experienced and qualified firms, hereinafter referred to as the Proposer, for professional services to conduct a greenhouse gas emission inventory and develop a Sustainability Action Plan in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**1.02. Information or Clarification**

For information contact Rick Andrews Procurement Specialist at 954 828-4357 or [randrews@fortlauderdale.gov](mailto:randrews@fortlauderdale.gov). Such contact shall be for clarification purposes only. Material changes, if any, to RFP will be by written addendum.

Any questions that Proposers wish to have addressed and which might require an addendum should be submitted through the City of Fort Lauderdale's electronic bid service [www.bidsync.com](http://www.bidsync.com) at least 7 days prior to the RFP open date. If required, a written addendum will be issued.

**1.03. Competency of Proposers**

Proposals will be evaluated in accordance with the qualifications, requirements and evaluation criteria as stated in this RFP. The Proposer must demonstrate in their proposal response that they are principally and routinely engaged in performing the services specified in PART IV – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, are qualified to perform such services and, if applicable to the work and required by the local jurisdiction, are properly and legally licensed to perform such services.

**1.04. BidSync (Electronic Bid Service)**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to Proposers to register and participate in the solicitation, nor will any fees be charged to the awarded Proposer. Refer to [www.bidsync.com](http://www.bidsync.com) for further information. Proposals in response to this RFP shall be submitted by hard copy only. Refer to Part V, Section 5.02.

## PART II - RFP SCHEDULE

Release RFP 7/21/09

Last Date for Receipt of Questions of a Material Nature 7/31/09

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**PROPOSAL DUE (No Later Than 2:00 PM DST) 8/6/09**

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Evaluation / Selection Committee Meeting to Review  
and Short-List Proposals 8/18/09 (estimated)

Presentations by Short-Listed Proposers \* 8/21/09 (estimated)

Award by City Commission 9/1/09 (estimated)

\*If necessary

## **PART III - SPECIAL CONDITIONS**

### **3.01. General Conditions**

RFP General Conditions Form G-107 Rev. 11/08 (GC) are included and made a part of this RFP.

### **3.02. Variances**

While the City allows Proposers 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.

### **3.03. Public Entity Crimes Act**

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 Consultant, supplier, subcontractor, or subconsultant 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.

### **3.04. 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.

### **3.05. RFP Documents**

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

### **3.06. Proposers Cost**

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

### **3.07. 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.

### **3.08. Invoices / Payment**

The City will accept invoices upon completion of tasks specified in the final scope of services, however no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City.

If, at any time during the contract, the City shall not approve or accept the Consultant's work product, and agreement cannot be reached between the City and the Consultant to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

### **3.09. No Exclusive Contract / Additional Services**

Proposer 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. Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Proposer.

### **3.10. 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 Consultant shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Consultant 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 Consultant will submit a revised budget to the City for approval prior to proceeding with the work.

### **3.11. Additional Items**

The City may require additional items of a similar nature, but not specifically listed in the contract. The Consultant agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method that is the same or similar to that used in establishing the prices in its 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 Consultant thirty (30) days written notice.

### **3.12. Substitution of Personnel**

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

### **3.13. Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Consultant above the agreed hourly rates and related costs.

### **3.14. Independent Contractor**

The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, 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 Consultant.

### **3.15. Subconsultants / Subcontractors**

If the Proposer proposes to use subconsultants or 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 subconsultant or subcontractor candidate in its best interest. Labor costs for any subconsultants or subcontractors shall be included in the Proposer's cost submittal on the Item Response Form.

Consultant shall ensure that all of Consultant's subconsultants or subcontractors perform in accordance with the terms and conditions of this Contract. Consultant shall be fully responsible for all of Consultant's subconsultant's or subcontractor's performance, and liable for any of Consultant's subconsultant's or subcontractor's non-performance and all of Consultant's subconsultant's or subcontractor's acts and omissions. In addition to other indemnification provisions contained in this contract, Consultant shall defend at Consultant'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 Consultant's subconsultants or subcontractors for payment for work performed for the City by any of such subconsultants or 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 Consultant's subconsultants or subcontractors.

### **3.16. Insurance**

The Consultant shall furnish Consultant's and Consultant's subconsultants or subcontractor's proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the Consultant's expense.

Worker's Compensation and Employer's 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](http://www.fldfs.com).

#### Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Consultants 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 Consultant under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract 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) |
|                         | each occurrence  |
| General aggregate limit | \$2,000,000  |

#### PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

|                         |                   |
|-------------------------|-------------------|
| Combined Single Limit   |                   |
| Each Occurrence         | \$1,000,000       |
| General Aggregate Limit | \$1,000,000       |
| Deductible-             | not to exceed 10% |

A copy of any current Certificate of Insurance should be included with the proposal.

In the event that the Proposer is recommended for award of a contract, the Proposer will be required to provide a certificate of insurance within 15 days 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 Services Department  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

### **3.17. American Recovery and Reinvestment Act of 2009 (ARRA Supplement)**

The provisions of ARRA Supplement attached to this RFP are incorporated herein and made part hereof to the extent applicable and necessary to the work required by this RFP.

### **3.18. Lobbying Activities**

ALL PROPOSERS PLEASE NOTE: Any Proposer 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/clerk/LobbyistDocs/lobbyistord1009.pdf>.

### **3.19. 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](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**

### **4.01 Introduction**

The City of Fort Lauderdale is seeking proposals from experienced and qualified firms, hereinafter referred to as the Proposer, for professional services to conduct a greenhouse gas emission inventory and develop a Sustainability Action Plan in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### **4.02 Background**

In March of 2009, the City of Fort Lauderdale received an allocation from the Department of Energy (DOE) through the American Recovery and Reinvestment Act for the Energy Efficiency and Block Grant (EECBG) Program. The purpose of the EECBG Program is to assist eligible entities in creating and implementing strategies to reduce greenhouse gas emissions, reduce total energy use and improve energy efficiency.

As a green government leader, the City of Fort Lauderdale has initiated several individual efforts to make our government systems more energy efficient, and our community more environmentally sensitive and sustainable. Through the EECBG Program, the City has a unique opportunity to take a more comprehensive approach, developing a citywide Action Plan. In addition to fulfilling certain requirements of the EECBG, the plan will enable the City to 1) manage greenhouse emission reductions by establishing an inventory of those emissions, 2) establish a comprehensive plan for allocating Energy Efficiency and Conservation Block Grant funds, and 3) embark on a coordinated effort to conserve natural resources, reduce waste, cut energy use, and reduce the pollutants that cause global warming.

### **4.03 Scope of Services**

The Consultant will assist the City of Fort Lauderdale in the creation of a Sustainability Action Plan, including providing technical expertise, facilitating goal and strategy development, data collection, creating any necessary technical documentation, development of the final Sustainability Action Plan document, and working with City staff to ensure the successful acceptance of the Strategy by the Department of Energy. The Sustainability Action Plan will be a policy document for the City of Fort Lauderdale to use to apply for Energy Efficiency and Conservation Block Grant funds and to guide the expenditure of those funds. It will also serve as a blueprint for climate protection decision making for the next 20 years.

#### **4.03.1 Consultant Responsibilities:**

A. Meetings with the City of Fort Lauderdale Project Team

An interdepartmental Project Team, with an appointed leader who will serve as the consultant's primary contact, will oversee the consultant in the development of the Sustainability Action Plan. The consultant shall meet with the Project Team to discuss the specific information needs of this project as well as key staff that will provide specific expertise and insight into the various focus areas. In addition, the proposed outline of tasks will be reviewed to ensure complete understanding and agreement by both the consultant and the Project Team members on all phases of the project. Final report format and presentation format will also be discussed.

B. Meetings with other public and private entities

In the course of developing the Sustainability Action Plan, the consultant will need to meet with other stakeholders, public and private entities for data collection, information gathering on existing programs and possible coordination of future goals and strategies.

C. Conduct a baseline emissions inventory and forecast for Citywide and City Government Operations.

Based on energy and waste data, the consultant will calculate greenhouse gas emissions for a base year and a forecast year. The inventory and the forecast will capture:

1. A baseline emissions inventory and forecast from the City's internal operations (e.g. municipally owned and/or operated buildings, fleet information, wastewater treatment facilities). Staff from the City's internal Green Team will be able to assist the consultant in gathering information for the City Government calculations.
2. A Citywide baseline emissions inventory and forecast (e.g., residential and commercial buildings, motor vehicles, industry).

D. Work with Project Team to develop targets and objectives for reducing greenhouse gas emissions and conserving energy.

Building on existing information from the City of Fort Lauderdale Green Government Report, as well as input from the current process, the consultant will work with the Project Work Team to develop consensus on goals and objectives in six key focus areas:

1. Energy Efficiency (Buildings and Fleet)
2. Resource Conservation
3. Land Use and Development
4. Natural Area Preservation
5. Recycling and Waste Reduction
6. Education and Outreach

The consultant should bring technical expertise to this phase by providing technical insight on the reasonableness of attaining targets and objectives. Where applicable, the goals and objectives in each of the six focus areas should address benefits in:

- Jobs created and/or retained
- Energy saved
- Renewable energy capacity
- GHG emissions reduced
- Cost savings
- General population benefit

E. Develop metrics for measuring performance.

The consultant will assist the Project Work Team in creating a package of strategies to meet the established goals and objectives in each of the six focus areas. The consultant should possess a comprehensive knowledge of best practices and have the technical means to develop the requisite metrics for measuring and reporting performance of the strategies.

The package of strategies must be comprehensive in achieving the broad benefits of reduction in greenhouse gas emissions, jobs creation, energy and cost savings, development of renewable energy, and. The package of strategies should include activities that are directly eligible for use of EECBG funds, as well as those funded from other sources. The strategies should maximize benefits over the longest possible terms, result in an overall plan that sustains benefits beyond the grant period, and take into account Federal, State and County legislation.

Metrics for each strategy or package of strategies should show how the broad goals are being achieved as well as how specific, quantifiable objectives are being met.

The consultant should also be prepared to help identify obstacles to reaching goals and possible strategies for overcoming the barriers.

## G. Deliverables

With input from the Project Work Team, the consultant will compile data, findings and recommendations from above study components into three documents which can be used for implementing and monitoring the strategies over the short- and long-term.

G.1. An abbreviated version of the overall Sustainability Action Plan report, entitled the Energy Efficiency and Conservation Strategy, to be submitted within 120 days of the EECBG Award. **(See Attachment D)**

G.2. Citywide and City Government Operations Greenhouse Gas Emissions Inventory.

G.3 A comprehensive Sustainability Action Plan Report, which identifies priorities and defines Fort Lauderdale's comprehensive Sustainability Action Plan for the future (20 years.)

The consultant will submit documents, along with all supporting documentation and any public presentation media (e.g., display boards, presentations) to the Project Work Team for review. Documents should be submitted for review in a timely fashion after the completion of key milestones. The consultant will be responsible for making any revisions as required by the Project Work Team, as well as any revisions deemed necessary by the Department of Energy prior to acceptance of the Sustainability Strategy.

Twenty (20) hard copies of all deliverables will be provided along with an electronic copy in a Microsoft Office 2007 format (or other file format as agreed upon by the Project Work Team prior to delivery). All deliverables become the property of the City of Fort Lauderdale and can be shared or used for presentation or information purpose at the City's discretion.

## **PART V – PROPOSAL SUBMITTAL REQUIREMENTS**

### **5.01 General Information**

It is important that all Proposers read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

### **5.02 Required Proposal Submittal**

Proposals shall be submitted by hard copy only. Please submit one (1) original and five (5) copies, for a total of six (6). All proposals must be submitted in a sealed package with the RFP number, RFP due date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. Hand delivery, or via other delivery means (U.S. Mail, FedEx, UPS, etc) shall be to:

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

The President, Vice-President or Principal or other person who is authorized to contractually bind the Proposer should sign and submit the Bid / Proposal Signature Page.

### **5.03 Required Proposal Format**

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in Part 4.03 of the RFP. Proposers must complete all requests for information contained herein. The Proposal shall be indexed in the following order:

**Section 1: Letter of Interest/Cover Letter** - All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. It should contain the Company name, address, and telephone number of the firm submitting the proposal and the name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed. It should briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

**Section 2: Proposal Summary** - Summarize your proposal and your firm's qualifications. Additionally, you may use this section at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

**Section 3: Licenses, Professional Certificates, Memberships and Insurance**

Submit a copy of any licenses, professional certificates and memberships that Proposer possesses as part of doing business. Also include proof of the insurance requirements specified in Paragraph 3.16 of Part III – Special Conditions of this RFP.

**Section 4: Company Profile** – Include the following:

1. Legal corporate name and address, telephone and fax number, e-mail address and website address of the Proposer's firm including legal entity of any proposed partnership or joint venture. Firm(s) must be registered as a legal entity in the Florida Department of State Division of Corporations.
2. Number of years in business
3. Gross revenue for the prior fiscal year (in U.S. dollars)
4. Total number of current clients; total number of public sector clients
5. Whether firm is local, regional or national. If regional or national, the office which would service this account.
6. A list of owners and/or partners and managers of the firm, to include their names, business addresses and telephone numbers.
7. Any additional information that the Proposer wishes to supply to augment its proposal (i.e., firm's technical, educational and training accomplishments, awards and recognition).

**Section 5: Joint Venture** – If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

**Section 6: Qualifications / Experience on Projects of Similar Scope** –

Describe Proposer's experience in providing consulting services for tasks and projects of similar size and complexity as those specified in Section 4.03 of the RFP, for a minimum of five clients (including two public sector clients) in the past three years. Listed projects should include:

1. Client's Name, Contact Person and Contact Information
2. Reference Name or Project Title
3. Description of Service Provided
4. Contract Start Date and End Date
5. Project Dollar Amount
6. Website address where final report is available for review (if available), or samples of reports that you would provide if awarded this contract.

**Section 7: Key Project Staff Background** – Provide a complete list of the number of staff employed by the Proposer's firm that would perform services

under this contract. Include resumes for your proposed project manager and key contributors to the project, along with Project Position and responsibilities.

**Section 8: Task Area Descriptions** – Describe your overall approach to each of the task areas outlined in Section 4.03 of the RFP.

**Section 9: Project Schedule and Work Plan** - Provide a detailed project implementation plan that includes:

- A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- A table listing vendor staff assignments and proposed labor hours for all tasks
- A brief description of each task and its work products
- A description of each proposed deliverable

It is important to note that the City of Fort Lauderdale will have 120 days from acceptance of our application for Energy Efficiency and Block Grant funds to complete and submit our Energy Efficiency and Conservation Strategy.

**Section 10: Total Cost / Fee Schedule** - The Proposal must contain a fee schedule that includes estimated hours, rates, and overall price for the Sustainability Action Plan. Pricing should be broken down so that the City can see the actual price for the Citywide and City Government Greenhouse Gas Inventory, the Sustainability Action Plan and the abbreviated Strategy that will be submitted to the EECGB. The Proposer shall provide a **total cost** for all fees proposed.

**Section 11: Compliance with American Recovery and Reinvestment Act of 2009 (ARRA)** – Provide documentation necessary for compliance with the American Recovery and Reinvestment Act of 2009, Public Law 111-5, which appropriates funding for the Department of Energy (DOE).

## **PART VI – PROPOSAL SELECTION PROCESS**

An evaluation committee of qualified City staff and/or non-City persons selected by the City will conduct evaluations of proposals by 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 (short-listed firms) 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. In step two the committee may conduct oral presentations with the finalists (short-listed firms) and re-score and re-rank the finalists (short-listed firms') proposals. The first ranked proposer will be recommended to the City Commission for award of a contract.

Evaluation of proposals will be performed utilizing the following evaluation criteria and assigned points:

1. Understanding of the Scope of Work (Maximum **15** points)
2. Project Schedule and Work Plan (Maximum **15** points)
3. Previous Experience / Performance History (Maximum **20** points)
4. Management / Team Quality (Maximum **20** points)
5. Price Proposal (Maximum **30** points)

**TOTAL POSSIBLE POINTS: 100**

The City of Fort Lauderdale reserves the right, before awarding any contract to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award a contract to that Proposer or to more than one Proposer who will best serve the best 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.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be

permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers.

**NOTE REGARDING PRICE PROPOSAL POINTS:** The firm providing the lowest **total cost** to the City will receive the maximum of 30 points. Points awarded to other Proposers are determined by a mathematical formula. When using this formula, a Proposer that submits a **total cost** which is two times greater than the **total cost** of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

## Attachment D

### Energy Efficiency & Conservation Strategy for Units of Local Governments & Indian Tribes

As detailed in Part 1 of this announcement, all applicants must submit an Energy Efficiency and Conservation Strategy (EECS). Units of local government and Indian tribes have the option of submitting the EECS no later than 120 days after the effective date of the award or at the time of application. Units of local government and Indian tribes who chose to submit the EECS at the time of application shall use the format contained in Attachment D. This form should be saved in a file named "UIC-Strategy.pdf" and click on "Add Optional Other Attachment" to attach.

Grantee: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
DUNS #: \_\_\_\_\_ Program Contact Email: \_\_\_\_\_

1. Describe your government's proposed Energy Efficiency and Conservation Strategy. Provide a concise summary of your measurable goals and objectives, which should be aligned with the defined purposes and eligible activities of the EECBG Program. These goals and objectives should be comprehensive and maximize benefits community-wide. Provide a schedule or timetable for major milestones. If your government has an existing energy, climate, or other related strategy please describe how these strategies relate to each other.
2. Describe your government's proposed implementation plan for the use of EECBG Program funds to assist you in achieving the goals and objectives outlined in the strategy describe in question #1. Your description should include a summary of the activities submitted on your activity worksheets, and how each activity supports one or more of your strategy's goals/objectives.
3. Describe how your government is taking into account the proposed implementation plans and activities for use of funds by adjacent units of local government that are grant recipients under the Program (response not mandatory for Indian Tribes).
4. Describe how your government will coordinate and share information with the state in which you are located regarding activities carried out with grant funds to maximize energy efficiency and conservation benefits (response not mandatory for Indian Tribes).
5. Describe how this plan has been designed to ensure that it sustains benefits beyond the EECBG funding period.
6. The President has made it clear that every taxpayer dollar spent on our economic recovery must be subject to unprecedented levels of transparency and accountability. Describe the auditing or monitoring procedures currently in place or that will be in place (by what date), to ensure funds are used for authorized purposes and every step is taken to prevent instances of fraud, waste, error, and abuse.

# ARRA SUPPLEMENT

Work performed under this Contract will be funded, in whole or in part, with funds appropriated through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA"). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs.

The following supplemental terms and conditions apply to the work performed under this Contract. In the event of conflict between the other terms and conditions of this Contract and the ARRA Supplement, the terms and conditions of this ARRA Supplement shall govern.

The Consultant shall cooperate with the City with respect to the City's reporting requirements under Section 1512 of the Recovery Act, as such requirements may be amended or clarified by law or regulation, by providing any information requested by the City or by other authorized federal or State authorities related to such reporting requirements.

The Consultant must comply with all requirements of ARRA. If the Consultant believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by ARRA relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

## **Wage Rates**

Pursuant to Section 1606 of the Recovery Act, all laborers and mechanics employed by Consultants and subconsultants on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See 2 CFR §§176.80 et seq. See also <http://www.dol.gov/esa/whd/contracts/dbra.htm> (re Davis Bacon).

## **Publication**

Information about this Contract will be published on the Internet, including on the website [www.recovery.gov](http://www.recovery.gov), maintained by the Recovery Accountability and Transparency Board (the "Board"). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

## **Registration Requirements**

Consultants and all first-tier subconsultants shall obtain a Data Universal Numbering System ("DUNS") number (or update the existing DUNS record), and register with the Central Consultant Registration ("CCR") database at <http://www.ccr.gov>.

## **Whistleblower Protections Under ARRA**

- (a) Section 1553 of the Recovery Act provides certain protections for whistleblowers.
- (b) Pursuant to Section 1553(e), the Consultant shall post notice of the rights and remedies for whistleblower protections provided under Section 1553. Specifically, the Consultant shall post Section 1553 itself, which is attached to this Supplement.
- (c) The Consultant shall include the substance of this clause including this paragraph (c) in all subcontracts.

## **Accounts, Records, and Inspection**

- (a) Accounts. The Consultant shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Consultant in connection with the work under this Contract, other applicable credits, negotiated fixed amounts, and fee accruals under this Contract; and the receipt, use, and disposition of all Government property coming into the possession of the Consultant under this Contract. The system of accounts employed by the Consultant shall be satisfactory to the City and in accordance with generally accepted accounting principles consistently applied.
- (b) Inspection and audit of accounts and records. All books of account and records relating to this Contract shall be subject to inspection and audit by the City, the Federal Government, or their designees at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the Consultant shall afford the City or the Federal Government proper facilities for such inspection and audit.
- (c) Audit of subconsultants' records. The Consultant also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subconsultant of any tier, to either conduct an audit of the subconsultant's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.
- (d) Disposition of records. Except as agreed upon by the City, the Government and the Consultant, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Consultant in connection with the work under this Contract, other applicable credits, and fee accruals under this Contract, shall be the property of the City and/or the Government, and shall be delivered to the City, the Government or otherwise disposed of by the Consultant either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this Contract and final audit of accounts hereunder. Except as otherwise provided in this Contract, all other records in the possession of the Consultant relating to this Contract shall be preserved by the Consultant for a period of 6 years after final payment under this Contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Consultant.

(e) Reports. The Consultant shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this Contract as the contracting officer may from time to time require.

(f) Inspections. The City and the Federal Government shall have the right to inspect the work and activities of the Consultant under this Contract at such time and in such manner as they shall deem appropriate.

(g) Subcontracts. The Consultant further agrees to require the inclusion of provisions substantively the same to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Comptroller General, Inspector General.

(1) Pursuant to Section 902 of the Recovery Act, the Comptroller General of the United States and his representatives are authorized to: 1) examine any records of the Consultant or any of its subconsultants, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract, and 2) interview any officer or employee of the Consultant or any of its subconsultants regarding such transactions.

(2) Section 1515(a) of the Recovery Act authorizes any representative of the Inspector General of a relevant Federal agency to: (1) examine any records of the Consultant and any of its subconsultants, as well as the grantee or any State or local agency administering the Contract, that pertain to, and involve transactions relating to, the Contract or subcontract; and (2) interview any officer or employee of the Consultant, grantee, subgrantee, or agency regarding such transactions.

(i) Pursuant to the regulations promulgated at 2 CFR Part 176, detailed information required by the Federal Funding Accountability and Transparency Act of 2006, as amended (the "Transparency Act") must be provided. This information includes, but is not limited to the items listed below. The Consultant shall provide any information required by the contracting officer to meet this obligation.

1. The name of the entity receiving the award;
2. The amount of the award;
3. The transaction type;
4. The funding agency;
5. The Catalog of Federal Domestic Assistance number;
6. The program source;
7. The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
8. The location of the primary place of performance under the award, including four data elements for the city, State, Congressional district, and country;
9. A unique identifier of the entity receiving the award;
10. A unique identifier of the parent entity of the recipient, should the recipient be owned by another entity; and
11. The names and total compensation of the five most highly compensated officers of the company if it received (1) 80% or more of its annual gross revenues in Federal awards; and (2) \$25M or more in annual gross revenue from Federal awards.

## WHISTLEBLOWER PROTECTIONS UNDER ARRA

### SEC. 1553. PROTECTING STATE AND LOCAL GOVERNMENT AND CONSULTANT WHISTLEBLOWERS.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) IN GENERAL.—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) TIME LIMITATIONS FOR ACTIONS.—

(A) IN GENERAL.—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—  
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(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint;

or

(ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation

under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—

If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of

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the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the “Privacy Act”). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

- (C) EXCEPTION.—The inspector general may exclude from disclosure—
- (i) information protected from disclosure by a provision of law; and
  - (ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.
- (5) PRIVACY OF INFORMATION.—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.
- (c) REMEDY AND ENFORCEMENT AUTHORITY.—
- (1) BURDEN OF PROOF.—
    - (A) DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.—
      - (i) IN GENERAL.—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.
      - (ii) USE OF CIRCUMSTANTIAL EVIDENCE.—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—
        - (I) evidence that the official undertaking the reprisal knew of the disclosure; or
        - (II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.
    - (B) OPPORTUNITY FOR REBUTTAL.—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.
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- (2) AGENCY ACTION.—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:
    - (A) Order the employer to take affirmative action to abate the reprisal.
    - (B) Order the employer to reinstate the person to the

position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) CIVIL ACTION.—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) JUDICIAL ENFORCEMENT OF ORDER.—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys fees and costs.

(5) JUDICIAL REVIEW.—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

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(d) NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.—

(1) WAIVER OF RIGHTS AND REMEDIES.—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided

under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.— Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.— Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term “abuse of authority” means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term “covered funds” means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term “employee”—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term “non-Federal employer”—

(A) means any employer—

(i) with respect to covered funds—

(I) the Consultant, subConsultant, grantee, or recipient, as the case may be, if the Consultant,  
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subConsultant, grantee, or recipient is an employer; and

(II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or

(ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any Consultant or subConsultant of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term “State or local government” means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or

(B) the government of any political subdivision of a government listed in subparagraph (A).

**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. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) 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 BidSync 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 BidSync. 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 or she 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 EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 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; 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:
- Bidders 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, Miami-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 stated 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 Commission or the City Manager or City Manager's designee, depending on original award approval.

**5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**NON-COLLUSION STATEMENT:**

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

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

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

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

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

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

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. 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 BidSync, 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:

Addendum No.

Date Issued

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **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:

\_\_\_\_\_  
\_\_\_\_\_