

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

402-10507

Demolition Services



Bob McKenney

954-828-5139

Bid 402-10507 Demolition Services

Bid Number 402-10507
 Bid Title Demolition Services

 Bid Start Date Apr 21, 2010 10:43:49 AM EDT
 Bid End Date May 4, 2010 2:00:00 PM EDT
 Question & Answer End Date Apr 30, 2010 2:00:00 PM EDT

 Bid Contact Bob McKenney
 Procurement Specialist II
 Procurement
 954-828-5139
 RMcKenney@fortlauderdale.gov

 Contract Duration 1 year
 Contract Renewal 3 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Demolition Services for the Building and various other City Departments in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.

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

All bids should be submitted electronically through www.BidSync.com.

Item Response Form

Item 402-10507-1-01 - CBS STRUCTURES (0 - 1,500) sq. ft. structures.
 Quantity 7000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified

 Qty 7000

Description

CBS STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS STRUCTURES structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (0 - 1,500) sq. ft. structures.

Item 402-10507-1-02 - CBS STRUCTURES (1,501 - 3,000) sq. ft. structures
 Quantity 6000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 6000

Description

CBS STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS STRUCTURES structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (1,501 - 3,000) sq. ft. structures

Item 402-10507-1-03 - CBS STRUCTURES (3,001 - 6,000) sq. ft. structures.
 Quantity 6000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 6000

Description

CBS STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS STRUCTURES structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (3,001 - 6,000) sq. ft. structures.

Item 402-10507-1-04 - CBS STRUCTURES (6,001 +) sq. ft. structures.
 Quantity 6001 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 6001

Description

CBS STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS STRUCTURES structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (6,001 +) sq. ft. structures.

Item 402-10507-1-05 - WOOD FRAME STRUCTURES (0 - 1,500) sq. ft. structures.
 Quantity 7000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified

Qty 7000

Description

WOOD FRAME STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (0 - 1,500) sq. ft. structures.

Item 402-10507-1-06 - WOOD FRAME STRUCTURES (1,501 - 3,000) sq. ft. structures.

Quantity 6000 square foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 6000

Description

WOOD FRAME STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (1,501 - 3,000) sq. ft. structures.

Item 402-10507-1-07 - WOOD FRAME STRUCTURES (3,001 - 6,000) sq. ft. structures

Quantity 6000 square foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 6000

Description

WOOD FRAME STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (3,001 - 6,000) sq. ft. structures

Item 402-10507-1-08 - WOOD FRAME STRUCTURES (6,001 +) sq. ft. structures.

Quantity 6001 square foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 6001

Description

WOOD FRAME STRUCTURES: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition.

Per sq. foot for (6,001 +) sq. ft. structures.

Item 402-10507-1-09 - 24 HOUR EMERGENCY SERVICES
 Quantity 1 fee
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 1

Description

24 HOUR EMERGENCY SERVICES: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within 24 hours of notification. This will involve approximately one (1) project ANNUALLY during the term of this contract.

Item 402-10507-1-10 - 3 DAY EMERGENCY SERVICES
 Quantity 2 fee
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 2

Description

3 DAY EMERGENCY SERVICES: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within three (3) calendar days of notification. This will involve approximately two (2) projects ANNUALLY during the term of this contract.: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within three (3) calendar days of notification. This will involve approximately two (2) projects ANNUALLY during the term of this contract.

Item 402-10507-1-11 - REMOVAL AND DISPOSAL OF EXCESS DEBRIS
 Quantity 300 cubic yard
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 300

Description

REMOVAL AND DISPOSAL OF EXCESS DEBRIS: provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site, that is not part of the debris developed in providing demolition services based on CBS and Wood Frame Structures. It is estimated that three hundred (300) cubic yards shall be processed annually.

Item 402-10507-1-12 - PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS
 Quantity 10 each
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 10

Description

PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS:
 Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on ten(10) structures ANNUALLY

Item 402-10507-1-13 - CAPPING SEWER LINES
 Quantity 40 each
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 40

Description
 CAPPING SEWER LINES: provide a rate PER STRUCTURE to cap sewer lines for the structure to the main system. This rate is to include all costs should sub-contracting services be required. It is estimated that this service shall be required for forty (40) structures ANNUALLY

Item 402-10507-1-14 - RAT FREE CERTIFICATION
 Quantity 50 each
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 50

Description
 RAT FREE CERTIFICATION: provide a rate PER STRUCTURE to provide a certification letter form an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service shall be required for fifty (50) structures ANNUALLY

Item 402-10507-1-15 - REMOVAL OF MISCELLANEOUS STRUCTURES
 Quantity 20 each
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 20

Description
 REMOVAL OF MISCELLANEOUS STRUCTURES: Provide a rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. It is estimated that that this service shall be required for twenty (20) structures ANNUALLY

Item 402-10507-1-16 - ASPHALT SLABS
 Quantity 10000 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified

Qty 10000

Description

ASPHALT SLABS: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated asphalt slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

Item 402-10507-1-17 - CONCRETE AND BRICK PAVER SLABS

Quantity 10000 square foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 10000

Description

CONCRETE AND BRICK PAVER SLABS: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete and brick paver slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

Item 402-10507-1-18 - PAVED SUB-GRADE BASE MATERIAL

Quantity 2500 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 2500

Description

PAVED SUB-GRADE BASE MATERIAL: provide a rate to furnish all material, labor, and equipment to demolish and dispose of all paved sub-base material to a level of 1' below all paved surfaces. It is estimated that this service shall be required for 2,500 cubic yards annually.

Item 402-10507-1-19 - FENCING

Quantity 1000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1000

Description

FENCING: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood, aluminum, vinyl, PVC, or similar fencing. It is estimated that this service shall be required for 1,000 linear feet ANNUALLY.

Item 402-10507-1-20 - HVAC REFRIGERANT RECOVER

Quantity 20 pound

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 20

Description

HVAC REFRIGERANT RECOVER: provide a rate to furnish all material, labor and equipment to legally remove, recover or recycle all HVAC refrigerant prior to demolition. Trained and certified personnel shall do this work.

Item 402-10507-1-21 - CONCRETE WALLS

Quantity 2000 square foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 2000

Description

CONCRETE WALLS: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet ANNUALLY.

Item 402-10507-1-22 - REMOVAL AND DISPOSAL OF HAZARDOUS WASTE

Quantity 50 cubic yard

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 50

Description

REMOVAL AND DISPOSAL OF HAZARDOUS WASTE: provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.

Item 402-10507-1-23 - DOCKS

Quantity 100 square foot

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 100

Description

DOCKS: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet ANNUALLY.

Item 402-10507-1-24 - DOCK PILING

Quantity 8 each

Unit Price

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 8

Description

DOCK PILINGS: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings ANNUALLY.

Item 402-10507-1-25 - SWIMMING POOLS / SPAS
 Quantity 2500 square foot
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 2500

Description

SWIMMING POOLS / SPAS: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet ANNUALLY (or an average of 3 pools).

Item 402-10507-1-26 - CLEAN FILL
 Quantity 70 cubic yard
 Unit Price
 Delivery Location City of Fort Lauderdale
No Location Specified
 Qty 70

Description

CLEAN FILL: provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards ANNUALLY (or an average of 3 pools).

INVITATION TO BID # 402-10507

Demolition Services (Annual Contract)

PART I SPECIAL CONDITIONS

1.01 PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide an annual contract for demolition services for Building Services and various other Departments, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02 INFORMATION OR CLARIFICATION

For information concerning the technical specifications or scope of services, contact Procurement Specialist II, Bob McKenney at 954.828.5139. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BidSync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

1.03 TRANSACTION FEES

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

1.04 ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have been in the business of demolition services for a minimum of three (3) years. The bidder shall provide the city with credentials supporting their claims of prior and continuous experience, expertise and resources to insure the satisfactory execution of services under this contract. Bidders shall provide a list of reference with particular emphasis on recent clients and the demolition services provided.

No contract will be awarded to any bidder who, as determined by the city, has an unsatisfactory performance record, or inadequate experience, lack of organization, labor and/or equipment to perform the required services. All work is to be provided in a manner and time frame consistent with the needs of the city.

MINIMUM QUALIFICATIONS: Unless otherwise noted, minimum requirements must be met at the time of bid due date.

1.05 LICENSE REQUIREMENT

To be considered for award of this contract, the bidder **must** hold one of the following licenses and present proof of same:

1. A General Contractors License issued by Broward County or the State of Florida.

OR

2. A Demolition Contractors License issued by Broward County.

1.06 CONTRACT PERIOD

The initial contract term shall commence on July 19, 2010 or upon date of award by the City which ever is later and shall expire one year from that date. The City reserves the right to extend the contract for four additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

1.07 AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

1.08 WARRANTIES OF USAGE

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

1.09 PRICING

All pricing MUST include all items listed in the scope of services.

1.10 CONTRACT COORDINATOR

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

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

1.11 COST ADJUSTMENTS

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

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days

prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

1.12 INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within twenty (20) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

1.13 DELETION OR MODIFICATION OF SERVICES

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

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

1.14 ADDITIONAL ITEMS/DUTIES

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

1.15 SERVICE TEST PERIOD

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

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

1.16 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

1.17 SUBCONTRACTORS

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, 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, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City.

1.19 INSURANCE

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The City is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - \$500,000

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

Commercial General Liability Insurance

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

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

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.
- c. Crane and Hook coverage - \$1,000,000.

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

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

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

Certificate holder should be addressed as follows:

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

1.20 INSURANCE - SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

1.21 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

1.22 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

1.23 UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

1.24 INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other 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.

1.25 PUBLIC ENTITY CRIMES

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

1.26 LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

1.27 COSTS PROPOSALS FOR ASBESTOS RELATED WORK

The Costs Proposals for Asbestos related work is an itemized list that establishes the per square foot price for asbestos related items of additional work. It shall be used as the basis for pricing asbestos related additional work that may be authorized during a demolition project. Costs Proposals for Asbestos related work prices will not be computed in the bid tabulation to determine the low responsive and responsible bidder.

The Bidder shall provide per square foot prices for each item shown in the Costs Proposals for Asbestos related work section of this ITB.

Bidders must submit the Costs Proposals of Asbestos Related Work, or they will be found non-responsive and their bid will not be considered for award.

1.28 BID TABULATIONS/INTENT TO AWARD

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

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01 GENERAL INFORMATION/INTENT

The City of Fort Lauderdale periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing

contracted services.

2.02. SCOPE OF SERVICES

The following is a list of general specifications that when incorporated with other specified conditions, comprise the requirements and scope of services of this contract.

- A. No work at any designated site shall begin until the Contractor receives a "Notice to Proceed" from the City.
- B. All work is to be performed in full accordance with the published Construction Standards and Specifications, Office of the City Engineer, dated January 1982, except as otherwise noted.
- C. The Contractor will insure that the premises being serviced are free of rodents, **prior** to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- D. The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- E. All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- F. The Contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.
- G. All work shall be performed in accordance with City Ordinance, Chapter 17, Hours for Construction. Exceptions to this schedule can only be made with the prior approval of the City.
- H. The contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore, be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.
- I. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. Any materials and/or equipment left on site shall be done with the Contractor, fully and totally responsibility for its security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- J. The Contractor will contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- K. The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed herein.
- L. The Contractor will disconnect and cap all sanitary sewer lines connected to street sewer main lines.
- M. The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/traps and fill in void with clean fill.

- N. The Contractor will notify the city of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and Codes.
- O. The Contractor will coordinate his work with other contractors or city departments performing work at the site or adjacent areas.
- P. The Contractor will protect and preserve all trees on the property except those designated by the City's tree inspector for removal. When removal is necessary, the contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area.
- Q. The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- R. The Contractor will remove all tools and equipment immediately after the completion of the work.
- S. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.

2.03 PERMITS

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Fort Lauderdale from the Building Services Department, 700 NW 19 Avenue, Fort Lauderdale, FL 33311. The cost of any permit will be reimbursed by the City upon proof of payment, which shall be submitted with the Contractor's invoice for each assigned project.

2.04 OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the contractor. This shall include the value of all scrap materials developed during the demolition process and any such materials found on the property.

Items of personal property having title of ownership such as automobiles or items having significant exchange value such as precious gems, currency, etc., as determined by the Building Department, are not considered as salvageable. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

2.05 TRAFFIC CONTROL

The contractor shall adhere to the Florida Department of Transportation's Uniform Manual on Traffic Control for Construction and Maintenance Work Zones. It will be the sole responsibility of the contractor to make himself and his employees fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment for both the workers and the public.

2.06 PRICING STRUCTURE

To determine the contracted rate for the demolition of a specific structure, the contractor and a city representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each additional story will be obtained in this same manner. Utilizing the total square footage agreed upon by both parties and multiplying it by the contracted unit price for each item of work shall determine the total square foot demolition cost for a specific location.

The total square footage figure and all additional fees to be charged for the demolition pursuant to this contract shall be reviewed and agreed upon by both the contractor and the city representative before any work commences.

2.07 ESTIMATED QUANTITIES OF WORK

CBS Structures: Bidder will provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

Wood Frame Structures: Bidder will provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates the need to demolish approximately twenty-five (25) structures or 25,000 square feet annually.

Emergency Services: Bidder will provide two additional flat rate fees to be paid in emergency situations. One of them is when the contractor is required by the City to commence work within 24 hours of notification and the other is to commence work within three (3) calendar days of notification. The City will pay these fees in addition to any per square foot rate charge. The City estimates there will be one (1) of the first type and two (2) of the second type of emergency projects annually.

Removal and Disposal of Excess Debris: Bidder will provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site that is not part of the debris developed in providing demolition services. The City estimates that three hundred (300) cubic yards will be processed annually.

Pump Out of Septic Tanks and Grease Traps: Bidder will provide a flat rate per structure to pump-out, remove and dispose of a septic tank or grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank or trap. The City estimates that this service will be required on ten (10) structures annually.

Capping Sewer Lines: Bidder will provide a flat rate per structure to cap sewer lines from the structure to the main sewer system. This rate is to include all costs should an outside contractor be required. The quoted rate will include the removal of the debris generated from capping the sewer lines. The city estimates that this service will be required for forty (40) structures annually.

Rat Free Certification: Bidder will provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service will be required for fifty (50) structures annually.

Removal of Miscellaneous Structures: Bidder will provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure. The City estimates that that this service will be required for twenty (20) structures annually.

Asphalt slabs: Bidder will provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots. The City estimates that that this service will be required for twenty (20) structures annually.

Concrete slabs and brick pavers: Bidder will provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs. The City estimates that that this service will be required for twenty (20) structures annually.

Removal of paved surfaces sub-grade base material: Bidder will provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces. The City estimates that that this service will be required for 2,500 cubic yards annually.

Removal of fencing: Bidder will provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height. The City estimates that that this service will be required for one thousand (1,000) linear feet annually.

HVAC refrigerant recovery: Bidder will provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies. This rate is to include all costs should an outside contractor be required. The City estimates that that this service will be required for twenty (20) units annually.

2.08 TIPPING FEES

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Bidders should structure their bid prices accordingly.

2.09 ASSIGNMENT OF WORK

All work assigned by the City of Fort Lauderdale, shall be initiated through the use of a written Work Order. A Work Order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. This Work Order form shall be the authorization to commence work.

The contractor shall commence the demolition within ten (10) calendar days of receipt of Work Order. The exception shall be for any project declared by the City of Fort Lauderdale as an EMERGENCY SITUATION. When this condition is declared, the contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification. (See paragraph 2.07C above.)

During the course of the initial site inspection between the contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

Should the structure(s) designated for demolition be situated on a septic tank and/or active gas service is present, this seven- (7) day completion term will not commence until after the pump-out and removal of the septic tank and/or disconnection of the gas source.

2.10. DAMAGE TO PUBLIC AND OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hours notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

2.11 LIQUIDATED DAMAGES

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

2.12 ASBESTOS REMOVAL

In the event that asbestos-related materials need to be removed from a structure of site, bidders will quote a price per each item listed below.

Removal of Floor Tile: Bidder will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Removal of floor tile and mastic: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Removal of vinyl: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Carpet removal as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Roofing Material as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Surfacing Material as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be, fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.

Ceiling Tile as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

Cementitious Composite as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transite panels. For tabulation purposes, an estimate of 400 square feet will be used.

Thermal System Insulation Material (TSI) as ACM: Bidder will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives.

This form is only to be filled out if the bidder is submitting a paper bid. The City prefers that all bids be submitted electronically through www.BidSync.com.

BIDDER PROPOSAL PAGE

Bid # 402-10507

BIDDER NAME _____

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing **MUST** include delivery and be quoted **FOB: Destination**.

Item

- 1. Pricing for **CBS STRUCTURES**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. This will comprise approximately twenty-five (25) structures or 25,001 square feet ANNUALLY.

\$_____ per sq. foot for (0 - 1,500) sq. ft. X 7000 sq ft. = \$_____

\$_____ per sq. foot for (1,501 - 3,000) sq. ft. X 6000 sq ft. = \$_____

\$_____ per sq. foot for (3,001 - 6,000) sq. ft. X 6000 sq ft. = \$_____

\$_____ per sq. foot for (6,001 +) sq. ft. X 6001 sq ft. = \$_____

- 2. Pricing for **WOOD FRAME STRUCTURES**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated WOOD FRAME structures. This rate is to include all costs for use of WET demolition. This will comprise approximately twenty-five (25) structures or 25,001 square feet ANNUALLY.

\$_____ per sq. foot for (0 - 1,500) sq. ft. X 7000 sq ft. = \$_____

\$_____ per sq. foot for (1,501 - 3,000) sq. ft. X 6000 sq ft. = \$_____

\$_____ per sq. foot for (3,001 - 6,000) sq. ft. X 6000 sq ft. = \$_____

\$_____ per sq. foot for (6,001 +) sq. ft. X 6001 sq ft. = \$_____

- 3. Costs for **24 HOUR EMERGENCY SERVICES**: provide an ADDITIONAL FLAT RATE FEE to be paid in an emergency situation, when the contractor is required by the City to commence work within 24 hours of notification. This will involve approximately one (1) project ANNUALLY during the term of this contract.

\$_____ Per situation X 1 = \$_____

- 4. Costs for **3 DAY EMERGENCY SERVICES**: provide an ADDITIONAL FLAT RATE FEE to be

paid in an emergency situation, when the contractor is required by the City to commence work within three (3) calendar days of notification. This will involve approximately two (2) projects ANNUALLY during the term of this contract.

\$ _____ Per situation X 2 = \$ _____

- 5. Costs for **REMOVAL AND DISPOSAL OF EXCESS DEBRIS**: provide a rate per cubic yard to remove and dispose of all trash and debris found on the job site, that is not part of the debris developed in providing demolition services based on items # 1 and 2. It is estimated that three hundred (300) cubic yards shall be processed annually.

\$ _____ per cubic yard X 300 cubic yards = \$ _____

- 6. Costs for **PUMP-OUT, DISPOSAL RATES: SEPTIC TANKS & GREASE TRAPS**: Provide a rate PER STRUCTURE to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill for the property. This rate is to include all costs should an outside contractor be required. It is estimated that this service shall be required on ten(10) structures ANNUALLY

\$ _____ each X10 = \$ _____

- 7. Costs for **CAPPING SEWER LINES**: provide a rate PER STRUCTURE to cap sewer lines for the structure to the main system. This rate is to include all costs should sub-contracting services be required. It is estimated that this service shall be required for forty (40) structures ANNUALLY

\$ _____ each X40= \$ _____

- 8. Costs for **RAT FREE CERTIFICATION**: provide a rate PER STRUCTURE to provide a certification letter form an extermination or pest control company that the premises being serviced are free of rodents. It is estimated that this service shall be required for fifty (50) structures ANNUALLY

\$ _____ Each X50 = \$ _____

- 9. Costs for **REMOVAL OF MISCELLANEOUS STRUCTURES**: Provide a rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. It is estimated that that this service shall be required for twenty (20) structures ANNUALLY

\$ _____ each X 20 = \$ _____

- 10. Pricing for **ASPHALT SLABS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated asphalt slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

\$ _____ Per square foot X 10, 000 sq. ft = \$ _____

11. Pricing for **CONCRETE AND BRICK PAVER SLABS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete and brick paver slabs. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 10,000 square feet ANNUALLY.

\$ _____ Per square foot X 10, 000 sq. ft = \$ _____

12. Pricing for **PAVED SUB-GRADE BASE MATERIAL**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of all paved sub-base material to a level of 1' below all paved surfaces. It is estimated that this service shall be required for 2,500 cubic yards annually.

\$ _____ Per cubic yard X 2,500 cubic yards = \$ _____

13. Pricing for **FENCING**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood, aluminum, vinyl, PVC, or similar fencing. It is estimated that this service shall be required for 1,000 linear feet ANNUALLY.

\$ _____ Per linear foot X 1, 000 linear ft = \$ _____

14. Pricing for **HVAC REFRIGERANT RECOVER**: provide a rate to furnish all material, labor and equipment to legally remove, recover or recycle all HVAC refrigerant prior to demolition. Trained and certified personnel shall do this work.

\$ _____ Per pound X 20 = \$ _____

15. Pricing for **CONCRETE WALLS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition. It is estimated that this service shall be required for 2,000 square feet ANNUALLY.

\$ _____ Per square foot X 2,000 square ft= \$ _____

16. Costs for **REMOVAL AND DISPOSAL OF HAZARDOUS WASTE**: provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site. It is estimated that fifty (50) cubic yards shall be processed annually.

\$ _____ per cubic yard X 50 cubic yards = \$ _____

17. Pricing for **DOCKS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks. It is estimated that this service shall be required for 100 square feet ANNUALLY.

\$ _____ Per square foot X 100 square ft = \$ _____

18. Pricing for **DOCK PILINGS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings. It is estimated that this service shall be required for 8 pilings ANNUALLY.

\$ _____ Per piling X 8 = \$ _____

19. Pricing for **SWIMMING POOLS / SPAS**: provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures. It is estimated that this service shall be required for 2,500 square feet ANNUALLY (or an average of 3 pools).

\$_____Per square foot X 2,500 square ft= \$_____

20. Pricing for **CLEAN FILL**: provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade. It is estimated that this service shall be required for 70 cubic yards ANNUALLY (or an average of 3 pools).

\$_____Per cubic yard X 70 cubic yards = \$_____

Costs Proposals for Asbestos related work**(For informational purposes only)**

1. Cost for **Removal of floor tile**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive per man-hour rate.

\$ per sq. ft.

2. Cost of **Removal of floor tile and mastic**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

3. Cost of **Removal of vinyl**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all inclusive rate.

\$ per sq. ft.

4. Cost of **Carpet removal as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

5. Cost of **Roofing Material as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

6. Cost of **Surface Material as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

7. Cost of **Ceiling Tile as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate.

\$ per sq. ft.

8. Cost of **Cementitious Composite as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate

\$ per sq. ft.

9. Cost of **Thermal System Insulation Material (TSI) as ACM**: Provide certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and materials as an all-Inclusive rate

\$ per sq. ft.

**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.

Form G-107 Rev. 06/09

GENERAL QUESTIONNAIRE

BIDDER NAME:

Complete the following:

Contact Name: Phone:

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank))

Total Bid Discount (Section 1.04 of General Conditions):

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes No Other

State or reference any variances (section 1.06 of General Conditions):

1. Have you quoted on all items as required by paragraph 1.09?

Yes No

2. The bidder holds a General Contractors License issued by Broward County or the State of Florida. (Ref. para. 1.06)

License No. (Please attach a copy)

OR

The bidder holds a Demolition Contractors License issued by Broward County.

License No. (Please attach a copy)

3. Provide three references for which you have performed similar services.

Company Name:

Address:

Contact Name: Telephone:

Services were provided from to

Dollar amount of this contract annually

Company Name:

Address:

Contact Name: Telephone:

Services were provided from to

Dollar amount of this contract annually

Company Name:

Address:

Contact Name: Telephone:

Services were provided from to

Dollar amount of this contract annually

4. Number of years experience the proposer has had in providing similar services:
 Years

5. Have you ever failed to complete work awarded to you? If so, where and why?

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

10507 demolition services quest

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at 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. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

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/>).

Address:

City: State:

Zip:

Telephone No. FAX No.

Email:

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.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:
revised 3-23-10

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Question and Answers for Bid #402-10507 - Demolition Services

OVERALL BID QUESTIONS

Question 1

Do we have to bid on all items in order to be awarded the contract? (Submitted: Apr 22, 2010 11:23:17 AM EDT)

Answer

- Yes (Answered: Apr 22, 2010 11:23:43 AM EDT)

Question 2

Who is responsible for pulling and paying for any required permits? (Submitted: Apr 23, 2010 5:39:29 AM EDT)

Answer

- The Contractor (Answered: Apr 23, 2010 6:59:28 AM EDT)

Question 3

If an asbestos survey is required, and/or abatement is required, does the City pay for these services? (Submitted: Apr 23, 2010 5:40:45 AM EDT)

Answer

- Yes and be sure to fill out the required "Cost Proposals for Asbestos Related Work" form. (Answered: Apr 23, 2010 8:46:06 AM EDT)

Question 4

Item #12 asks for a price for removal and disposal of Hazardous waste. What would the hazardous waste consist of. Disposal costs differ depending on the items being disposed of. (Submitted: Apr 26, 2010 3:36:14 PM EDT)

Answer

- items like paint, gas tanks, and household type stuff (Answered: Apr 26, 2010 3:36:43 PM EDT)

Question 5

do you think this may be extended (Submitted: Apr 29, 2010 5:22:56 PM EDT)

Answer

- Currently we have no intentions of extending this. We do not have much time to get this to our Commission for approval before their vacation. (Answered: Apr 30, 2010 6:36:34 AM EDT)