

Request for Proposal

542-9075

Contract for Audio Visual Services for Various City Public Address Systems

**Opens: July 29, 2004
2:00 p.m.**



City of Fort Lauderdale

***Issued for Administrative Services Department/Information Systems
Divisions-Telecommunications***

By the Procurement & Materials Management Division

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PROPOSAL SUMMARY SHEETS ----- 19-28

- Signature Page
- Financial Proposal/Price Data Spreadsheet (*)
- Supported Manufacturer List
- Proposal Summary-Narrative Understanding
- Professional/Technical Documentation
- Questionnaire
- Financial Information

(*) Return Price Data Excel Spreadsheet with your proposal on Disk.

PART I - INTRODUCTION/INFORMATION

01. PURPOSE: The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide audio visual, public address services for various City systems, under the centralized administration of the Administrative Services Department, Information Systems Telecommunications Section, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION: For information concerning procedures for responding to this RFP, contact the Procurement Specialist, Linda Wilson at (954) 828-5933. For information concerning the technical specifications or scope of services, contact Assistant Telecommunications Manager, Gary Gray, at (954) 828-5762. 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.

02.1. Last Date For Receipt of Material Questions:

The last date for receipt of all questions of a material nature is shown in the RFP schedule of this document. It is preferred that all questions be submitted in writing prior to the date and time shown. All questions should be mailed or faxed to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. **Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.**

02.2. Pre-proposal Conference and Site Visit: There will be a pre proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. While attendance is not mandatory, tours and system demonstrations at other times might not be available. It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized him/herself with the nature and extent of the work, and the equipment, materials, and labor required.

It is strongly suggested that all proposers attend the pre proposal conference and site visit.

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

04. 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. If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

4.1. Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the general Conditions, then said **awarded contractor/vendor will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity.** Contractor/vendor will provide documentation of application status, and once approved or disapproved by Broward County, will also provide that documentation to the

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Purchasing Division of the City of Fort Lauderdale.

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.

See General Conditions, Section 1.08 for MBE and WBE definitions.

PART II - RFP SCHEDULE

TENTATIVE****

Release RFP 07/01/04

Last Date for Receipt of Questions of a Material Nature **7/12/04
5:00 PM**

Pre Proposal Conference City Hall
100 North Andrews Ave., **6th Fl. Purchasing**
Fort Lauderdale, FL. **7/14/04
1:30 PM**

Addendum Release (If required) 7/19/04

PROPOSAL DUE (Prior to 2:00 PM) 7/29/04
NOTE: Evaluation Committee Preliminary Review of Proposals
immediately following opening – Instructional only

Evaluation Committee Review and **Week of**
Short Listing of Proposals, if required 8/02/04
TBA

Oral Interviews with Finalists, if needed, and/OR **Week of**
Selection of First Ranked Proposer 8/09/04
TBA

City Commission Award of Contract (anticipated) 9/03//04

ANTICIPATED CONTRACT START DATE: 10/1/04

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107A Rev. 7/01 (GC) are included and made a part of this RFP.

02. VARIANCES

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

03. NEWS RELEASES/PUBLICITY

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

04. RFP DOCUMENTS

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

05. PROPOSERS' COSTS

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

06. RULES AND PROPOSALS

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

07. CONFIDENTIAL INFORMATION

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 all Proposer's 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.

Therefore, 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 that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

08. 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.

09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

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

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

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

10. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a **three- (3) year period**. **The City reserves the right to extend the contract for additional up to three (3) one-year extension terms** providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

11. INVOICES/PAYMENT

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

12. CONTRACT COST ADJUSTMENTS:

The **costs as proposed and accepted by the City shall be firm for the initial contract term**. 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, but not exceed five percent (5%), whichever is lower**.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 03/31, 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.

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

While this contract is for services provided to the City's Administrative Services Department, the City may require similar work for other City departments. Contractor agrees to take on perform such services as may be required under the same contract provisions, unless such work would not be considered reasonable or become an undue burden to the Contractor. **The Telecommunications Section prior to starting work shall approve all such work for other City Departments.**

14. 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.

15. ADDITIONAL ITEMS/SERVICES

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors. **The Telecommunications Section prior to starting work shall approve all such work for other City Departments.**

16. 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.

17. SUBSTITUTION OF PERSONNEL

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

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Property Damage	\$100,00 each occurrence
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

Note: Since services will be performed by a wide variety of independent contractors ranging from the one-man business to the large nationally known companies, and since the work or services to be performed will vary from non-hazardous to very hazardous, it may be possible or necessary, with the prior approval of the Risk Management Division, to reduce or increase the aforementioned limits of insurance on specific contracts.

21. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

22. RECORDS, AUDITS

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

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

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- 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.

24. LOBBYING ACTIVITIES: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1.0 Overview:

The City desires to solicit proposals from qualified suppliers to provide Audio/Visual Services and Public Address maintenance services for various City of Fort Lauderdale agencies. Installation of incidental components of the PA or AV systems is included within the scope of this contract. The scope does not include complete system replacements, however pricing for these projects shall be consistent with pricing structure quoted in response to this RFP. While this contract is for services provided to the City's Administrative Services Department, the City may require similar work for other City departments. Contractor agrees to take on perform such services as may be required under the same contract provisions, unless such work would not be considered reasonable or become an undue burden to the Contractor. **The Telecommunications Section prior to starting work shall approve all such work for other City Departments.**

2.0 General Requirements:

2.1. Contractor shall be proficient in all phases of closed circuit television, audio and video mixers, microphones, public address amplifiers, speakers and work related to cabling and wiring of these systems. Contractor shall be capable of troubleshooting various brands of PA and A/V systems and effect repairs in a timely manner.

2.2 Due to the critical nature of these contract services, the City requires the Contractor to have the ability and trained resources to commence work within one (1) hour of receiving the request from the Contract Administrator, unless shorter response times are indicated in other sections of this RFP. Extended response times may be permitted at the discretion of the City's Contract Administrator.

2.3 All work to be performed in accordance with National Electrical Code specifications and all applicable State and Local Codes as amended to date.

2.4. The Contractor shall be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that in any way may affect the work. Ignorance on the part of the Contractor will in no way relieve them from responsibility.

2.5 The Contractor is responsible to obtain and maintain current during the Contract term, all licenses insurance and other state, county or City permits that may be required to perform the contract services. This shall include, but not necessarily be limited to all permits to perform specific services, and inspection fees that are required for the electrical portions of those projects for which they are responsible. The Contractor shall comply with all Laws, Ordinances, Regulations and Building code requirements applicable to the scope of work included herein. **The City may permit the Contractor to be reimbursed for special permit and inspection costs for work performed that is not integral to the contract services, as outlined in the RFP. If the City will reimburse the Contractor for such expenses, they will be identified prior to service performance, provide documentation of such charges, and bill these expenses as separate line items on the Contractor's invoice.**

3.0 Security, Licensing and Certification Requirements:

3.1 Principals and employees of the successful contractor that will be working on City projects, or coming onto City property, must submit their personal identification information to permit a security background check. This shall include full name, gender, race, social security number and driver's license number. This information will be used solely to perform the background check.

3.2. Contractor must possess a low voltage electrical license valid in Broward County. License shall be maintained as current for the duration of this contract. **Bidders shall submit proof of same with their response to be considered for award of this bid.**

3.3. Contractor must have a trained technical staff certified by the equipment manufacturers in the proper repair and installation of this equipment. A listing of the manufacturers includes, but is not limited to; Sony, Bogen, Denon, Panasonic, Shure, ElectroVoice, ValCom, and TOA. Other manufacturers will be considered at the discretion of the City.

3.4. Contractor must have the ability to provide manufacturer approved solutions to meet the Public Address and Audio Visual requirements of the City.

4.0. Maintenance Standards:

4.1.1. The Public Address systems for the Fire Department are utilized for alerting each station for fire calls. City Hall utilizes an Audio Visual system to allow the Commission and Citizens to interact. These systems have a very high visibility both within City Government and with the Citizens of Fort Lauderdale. As such they require a very high reliability and rapid repair when service is required.

4.1.2 Normal service hours for the Fire systems are Monday through Friday from 8:00 AM to 5:00PM. Response time for service in this time period shall be within one (1) hour. There is a possibility that "after hours" service may be required. Should such service be required, response time shall be within two (2) hours. Once a repair is started, a functioning system must be in place prior to the technician's departure. This requirement can be met by the installation of a temporary "loaner" system or by the completion of the repair.

4.1.3 Normal service hours for the City Hall A/V systems are during the Commission meetings on the first and third Tuesday of each month. There are two meetings, one in the afternoon (Conference) and one in the evening (Regular). A technician will be required approximately thirty (30) minutes prior to each meeting. The Commission requires a technician to be present for thirty (30) minutes into the meeting to address any equipment set-up or malfunction issues that may occur. The technician is not required to remain for the duration of the meeting. Should a malfunction occur after the technician has departed, a maximum of thirty (30) minutes is allowed for the technician to return.

4.2. Requested Services

4.2.1 The successful contractor shall provide technical advice and assistance for sound, video monitors, CCTV cameras, and troubleshoot and repair all of the City's public address and audio visual systems.

4.2.2 Maintenance shall be on an "as needed" basis. Labor to perform the maintenance and repairs shall be included as a part of your bid. Any parts that are required shall be provided at the rates set forth in this contract.

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4.2.3 Prior to Commission Meetings the “ELMO” system will require set-up and testing to insure proper function. The PA system, VCR, slide projector, and television monitors are vital components of this system. Each microphone on the dais and podium shall be tested and their volume set. The VCR and audio tape recording equipment shall have their volume controls set properly and proper operation shall be confirmed. The City utilizes a digital recording system from the Finch-Brown Company to record Commission proceedings.

The successful contractor shall insure that the computer for this system is turned on and all audio routing switches are properly configured to record from either the 8th floor Conference room, or the Commission Chambers on the 1st floor as needed. Additional information on the FTR Gold Digital Audio System can be found on the Finch-Brown web site at :

www.finchbrown.com/frames/voice/ftr_reporter.htm.

During the Commission meetings, “on-call” service shall be provided with a thirty- (30) minute maximum response time.

4.2.4 Maintenance of the wiring for the speakers, microphones and auxiliary inputs shall be the responsibility of the successful contractor. If new wire is required, it shall be provided as a part of this contract at the specified rates.

4.2.5 All cable termination points shall be properly labeled and documented per industry standards. Documentation shall be provided to the Telecommunications Management Section for each installation or job performed.

4.2.6 Occasionally the Fire Department has need of additional speakers in their stations. The contractor shall provide and install these items at the rates contained within this contract. Typical service for the Fire Department will consist of troubleshooting and repairing complaints of no audio, poor audio or low volume in the stations. The PA systems in each station interface with Motorola radios and Zetron Model 26 decoders. The radio and Zetron equipment is maintained by another contractor and is not part of this contract. There are twelve (12) Fire Stations identified in this contract:

Station 2 528 NW 2nd Street
Station 3 2801 SW 4th Ave
Station 13 2871 E. Sunrise Blvd
Station 16 533 NE 22 St in Wilton Manors
Station 29 2002 NE 16th Street
Station 35 1841 E. commercial Blvd
Station 46 1121 NW 9th Ave
Station 47 1000 SW 27th Ave
Station 49 1015 Seabreeze Blvd
Station 53 5555 NW 23rd Ave
Station 54 3200 NE 32nd Street
Station 88 6300 NW 21st Ave

4.3 Equipment Specifications

Equipment specified shall meet these minimum specifications. Variance from specifications may be permitted on a case by case basis with the approval of the Telecommunications Section.

These specifications are primarily geared towards the Fire Department requirements. It is the City’s desire to obtain current production, reliable and proven products to fulfill the requirements of this RFP.

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4.3.1 Amplifiers – Amplifiers shall be current models from Bogen or an approved equivalent. Power output shall be no less than 100 watts RMS capable of driving a 70-volt line at full power. There shall be one (1) 600-ohm microphone input, capable of either

balanced or single ended operation by means of a jumper or switch setting. There shall be two independent 600-ohm line level inputs capable of either balanced or single ended operation by means of a jumper or switch setting. All inputs shall be useable simultaneously. A-B fader type input selection is not permitted. Frequency response shall be from 50 Hz to 15 kHz \pm 1 dB. Signal to noise ratio shall be no less than 70dB. Amplifier controls and option switches shall be protected from user access to reduce tampering by unauthorized personnel. The unit shall be capable of operating continuously 24 hours per day, 366 days per year.

4.3.2 Horn Speakers – Horn speakers shall be available in no less than two sizes and power ratings. A 6-inch horn with a 10-watt RMS rating capable of operation on a 70-volt distribution system shall be provided. A 12-inch horn with a 30-watt RMS rating capable of operation on a 70-volt distribution system shall be provided. Taps shall be provided to allow the installer to properly set volume levels at each speaker. Rectangular shaped horns may be substituted for round horns when appropriate. If a single item number is not available to describe this item, an assembly may be specified by providing the individual part numbers and prices required to identify the individual components.

4.3.3 Cone Speakers – Cone speakers shall be available in three sizes: 6 inch, 8 inch and 10 inch. Power rating shall be no less than 10 watts RMS. All speakers shall be capable of operation on a 70-volt distribution system. Taps shall be provided to allow the installer to properly set volume levels at each speaker. The two primary mounting methods are wall mounted in a wood cabinet and ceiling mounted on a baffle plate. All speakers shall be available using either mounting method as determined on a case-by-case basis. If a single item number is not available to describe this item, an assembly may be specified by providing the individual part numbers and prices required to identify the individual components.

4.3.4 Microphones – Desktop microphones with a 600 ohm balanced output shall be provided for the Fire stations. Each microphone shall be of one-piece construction and utilize a “push-to-talk” switch to control its output. Microphones shall be compatible with the microphone input of the proposed PA amplifier.

For use in the Commission Chambers, a high quality Lo-Z balanced line microphone shall be required. These shall be ElectroVoice or Shure brand with the model dependent upon the specific use. For pricing on this item, provide the discount from manufacturer’s list price that you offer for each manufacturer. For comparison purposes provide a price for the Shure SM-57, Shure SM-81 and ElectroVoice models ND267A and RE-20.

4.4. Additional Items

The City may also require the Contractor to install City-provided cable and materials. In such instances, the hourly rate for labor shall apply. Rates shall be per man-hour, with a one-hour minimum charge. Time in excess of the one-hour minimum shall be billed in 15-minute increments. If acceptable to both parties, the City and Contractor may set a fixed fee, per job, for installations of City-provided materials. The City may choose to obtain some or all of the miscellaneous cable and materials from the Contractor. Labor shall be billed as specified herein. Materials shall be provided at the discount level specified in the RFP response.

PART V – EVALUATION AND AWARD PROCEDURES

Award of the contract will be based on certain objective and subjective considerations listed in this section.

<u>EVALUATION CRITERIA</u>	<u>POINTS ASSIGNED</u>
4.1 The proposer’s understanding of the City’s requirements, as presented in a brief narrative statement of understanding addressing all sections of this RFP. Maximum Points Available: 0 - 25 pts.	25
4.2. Experience, qualifications, and past performance of the proposing firm. Your willingness and ability to meet the City’s response and repair time requirements. Includes client references and documented expertise of those persons who will service the City’s contract services. Please provide five (5) client references, including Company name, contact, address, and phone numbers, for organizations that are similar in size and complexity to the City. <u>Failure to provide references may disqualify your response.</u> Maximum Points Available: 0 – 40pts.	40
4.3 . The cost to the City based on the Specific Items List contained in the RFP. Maximum Points Available: 0 – 35 pts.	<u>35</u>
Total Assigned Points:	100 points

BONUS POINTS: Proposers who have prior experience and knowledge with the City of Fort Lauderdale’s audio visual and public address systems may be eligible for additional bonus points up to a maximum of 5 points. Proposers shall be required to provide, as a part of the RFP response, a summary of your knowledge on prior projects and/or services performed for the City on any of its A-V, or public address systems.
Maximum Bonus Points Available: 0 - 5 pts.

An evaluation committee of qualified City Staff, and other persons selected by the City, will conduct the evaluation of proposals. The committee will evaluate all responsive proposals based on the information and references contained in the proposal as submitted. The committee will score and rank all responsive proposals and determine a short list of a minimum of three (3) proposers, if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

The City may require additional information and Proposers agree to furnish such information in a timely manner upon request. The City may also require visits to Proposer’s facility and to customer installations, as part of the evaluation process. All information provided by Proposers, including client references, will be considered in the evaluation process. Proposers or Finalists may be required to provide an oral presentation by appearing before then Evaluation Committee, or by conference telephone call, for clarification purposes only, and the Committee may then re-score and re-rank the finalist’s proposals based on consideration of all the information received. The first ranked proposer resulting from this process will be recommended for a contract award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in it’s opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the RFP process.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer supplies publications as supporting documentation, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

An identified original and 5 copies of your proposal must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. The Financial Section of your response shall be submitted electronically using the Excel 2000 spreadsheet file available to proposers by request from the Procurement Division. Proposers shall provide both a hard copy of the pricing, and a completed disk returned with your proposal. Failure to submit this completed disk may cause your proposal to be rejected.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the RFP SCHEDULE section of this document.

Corporate Authorization/Registration:

- The Proposal shall be signed by a representative who is authorized to contractually bind the Contractor shall sign the proposal. A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if a proposal is signed by other than the President, Vice-President or Treasurer.
- Proposal shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages - Signature Page

Proposal Pages - Financial Proposal

_____ NOTE: TO BE RETURNED IN HARD COPY AND ON A DISK

Proposal Pages - Technical Proposal

Questionnaire

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Attachments to your Proposal: including:

- **A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if a proposal is signed by other than the President, Vice-President or Treasurer.**

- **Proposal shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.**

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

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 RFP. 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 proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name _____ Title: _____
(printed)

Company Name: _____
(Legal Registered)

Address: _____

City: _____ State: _____ Zip _____ Telephone No. _____ FAX No. _____

Authorized Signature: _____ Date: _____

Title: _____ E-Mail: _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

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

Variations: _____

MINORITY/WOMAN OWNED BUSINESS: If your company qualifies as a MBE or WBE, in accordance with the General Conditions for G-107, Rv. 7/01, please indicate that in the space provided. **If you mark one of these categories, please also provide a copy of your MBE/WBE Certification as documentation.**

MBE: _____ WBE: _____

Certification copy included: YES: _____ NO: _____

FINANCIAL PROPOSAL:

PRICING: Specific Item List – PROPOSER TO COMPLETE AND RETURN AS AN EXCEL 2000 FILE ON A DISK AS PART OF THE RFP RESPONSE. FAILURE TO PROVIDE THE DATA AS AN EXCEL FILE MAY CAUSE DISQUALIFICATION.

This is a representative listing of the Items the City desires to obtain. Please provide a firm, fixed price for each item, including the cost of installation. The City does not warrant or guarantee purchase of all items listed. The City’s actual needs shall determine items and quantities purchased during the contract term. This printed section is provided only for reference. **Price data must be provided using the EXCEL 2000 spreadsheet on a disk that shall either be requested or obtained from the City’s Procurement Division, or the attachment file downloaded and copied to a disk that you will complete and return as a part of your proposal response.**

Proposer shall also provide a hard copy of the price data with the proposal response.

Item No.	Estimated Annual Quantity	Description	Manufacturer and Model	Unit Material Cost	Unit Labor Cost
1	500 ft.	Plastic Jacket 18 ga. twisted pair cable, Installed – 50 foot estimated run length.			
2	200 ft.	Plastic Jacket 18 ga. twisted pair Shielded cable, Installed – 50 foot estimated run length.			
3	5	ValCom Integrated speaker/amplifier			
4	2	ValCom Power Supply for above unit			
5	10	Horn type PA speaker, 70-volt operation, 6” diameter, and 10-watt minimum. Installed.			
6	10	Horn type PA speaker, 70-volt operation, 12” diameter, and 30-watt minimum. Installed.			
7	10	Cone type PA speaker, 70-volt operation, 6” diameter, in wall mount housing. 10 watt minimum. Installed.			
8	10	Cone type PA speaker, 70-volt operation, 6” diameter, in ceiling mount housing. 10 watt minimum. Installed.			
9	5	Cone type PA speaker, 70-volt operation, 8” diameter, in wall mount housing. 10 watt minimum. Installed.			
10	5	Cone type PA speaker, 70-volt			

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		operation, 8” diameter, in ceiling mount housing. 10 watt minimum. Installed.			
11	5	Cone type PA speaker, 70-volt operation, 10” diameter, in wall mount housing. 10 watt minimum. Installed.			
12	5	Cone type PA speaker, 70-volt operation, 10” diameter, in ceiling mount housing. 10 watt minimum. Installed.			
13	2	Desk Microphone – for Fire Stations. See specifications in Section 5.3.4. Installed.			
14	1	Shure SM-57 Microphone. See specifications in Section 5.3.4			
15	1	Shure SM-81 Microphone. See specifications in Section 5.3.4			

Item No.	Estimated Annual Quantity	Description	Manufacturer and Model	Unit Material Cost	Unit Labor Cost
16	1	ElectroVoice ND267A Microphone. See specifications in Section 5.3.4			
17	1	ElectroVoice RE-20 Microphone. See specifications in Section 5.3.4			
18	6ea	70-volt transformer with multiple power taps. Installed.			
19	1ea	Public Address Amplifier, 100 watt. See detailed specifications in section 5.3.1. Installed.			

Item No.	Estimated Annual Quantity	Description	Unit Material Cost	Unit Labor Cost
20		Labor, Regular hours – 8:00AM to 5:00PM Monday through Friday. For repair service of equipment.		
21		Labor, Regular hours – 8:00AM to 5:00PM Monday through Friday. For installation of cables and accessories not included above.		
22		Labor, Overtime. For repair service of		

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		equipment. Other than standard hours.		
23		Labor, Overtime. For installation of cables and accessories not included above. Other than standard hours, above items.		
24		Material purchase discount level	%	

THIS PRICE DATA SPREADSHEET IS PROVIDED AS A SEPARATE ATTACHMENT TO THIS RFP DOCUMENT, AND IS ALSO AVAILABLE ON DISK BY REQUEST.

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Supported Manufacturers List

List the manufacturers and their equipment that you support. Indicate if you are a Factory Authorized Dealer and/or Repair Center by placing "FA" in the "Dealer" and "Repair" columns. If you are not Factory Authorized but do provide products and service, use an "X" in the appropriate column. Use additional pages if necessary.

Manufacturer	Equipment	Dealer	Repair

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PROFESSIONAL/TECHNICAL: Documentation:

Provide the names, titles, and professional qualifications of all your personnel who will be assigned to the City's contract services. Include resumes, and all applicable certifications. If additional space is needed, please include this as an appendix to your RFP response.

Proposal Summary-Questionnaire/General Information

Client References: Please provide a listing of current client references for similar services performed, and similar size and complexity. Provide the company name, contact person, and telephone number for each reference provided.

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

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

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

Contract Commencement:

- How many calendar days from final execution of the contract would you need prior to the initial meeting with the City?

_____ Days

- How many calendar days would you estimate that you would need after the initial meeting with the City until you would have your preliminary outline available for City review?

_____ Days

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Prior Experience:

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

_____years

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three- (3) years:

Financial Information:

Please provide financial references, or provide an audited financial statement, to support your financial capacity to perform the services required under this contract. Provide name of entity (Bank, suppliers, etc.) address, contact name and telephone number.

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

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

INCLUDED? YES:_____ NO:_____

COMPLETE AND RETURN YOUR PRICE DATA DISK

INCLUDED? YES:_____ NO:_____

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.

- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing 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.

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ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

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, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

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- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received 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

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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 Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

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- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

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- 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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