CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

542-11353

Parking Permits, Decals & Hangtags, Annual Contract

CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

Bid 542-11353
Parking Permits, Decals & Hangtags, Annual Contract

Bid Number	**542-11353**
Bid Title	**Parking Permits, Decals & Hangtags, Annual Contract**
Bid Start Date	**Jan 2, 2014 4:22:24 PM EST**
Bid End Date	**Jan 23, 2014 2:00:00 PM EST**
Question & Answer End Date	**Jan 20, 2014 5:00:00 PM EST**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**
Contract Duration	**1 year**
Contract Renewal	**3 annual renewals**
Prices Good for	**120 days**
Bid Comments	**The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide parking permit decals and hangtags for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).** **Quantities shown are estimated annual usages to be ordered throughout the year.** **Bidder shall provide firm, fixed PER PIECE pricing.** **All deliveries are to be shipped FOB Destination, Freight included.**

Item Response Form

Item	**542-11353--01-01 - Decals, Removable Mylar, 4.25" x 3.5"**
Quantity	**35000 each**
Unit Price	
Permit material offered	
Permit size offered	
Delivery time after receipt of PO	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 35000

Description
Bidder shall provide a firm fixed PER PIECE price, per complete specifications contained in this ITB.

Item	**542-11353--01-02 - Set up charge per order for Decals as described in Line Item 1**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 1

Description
Set up charge per order for Decals as described in Line Item 1

Item	**542-11353--01-03 - Decals, Removable Mylar, 3.25" x 3"**
Quantity	**500 each**
Unit Price	
Permit material offered	
Permit size offered	
Delivery time after receipt of PO	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 500

Description
Bidder shall provide a firm fixed PER PIECE price, per complete specifications contained in this ITB.

Item	**542-11353--01-04 - Set up charge per order for Decals as described in Line Item 3**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 1

Description
Set up charge per order for Decals as described in Line Item 3

Item	**542-11353--01-05 - Hangtags, Polyvinyl, 2.75" x 6"**
Quantity	**700 each**
Unit Price	
Permit material offered	
Permit size offered	
Delivery time after receipt of PO	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 700

Description
Bidder shall provide a firm fixed PER PIECE price, per complete specifications contained in this ITB.

Item	**542-11353--01-06 - Set up charge per order for Hangtags as described in Line Item 5**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 1

Description
Set up charge per order for Hangtags as described in Line Item 5

Item	**542-11353--01-07 - Decal with hologram/security foil, inside window reflective material, 4.25"x3.5"**
Quantity	**500 each**
Unit Price	
Permit material offered	
Permit size offered	
Delivery time after receipt of PO	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 500

Description
Bidder shall provide a firm fixed PER PIECE price, per complete specifications contained in this ITB.

Item	**542-11353--01-08 - Set up charge per order for Decals as described in Line Item 7**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 1

Description
Set up charge per order for Decals as described in Line Item 7

Item	**542-11353--01-09 - Decal, with hologram/security foil, 4mil white vinyl, 2.75"x1.5"**
Quantity	**50 each**
Unit Price	
Permit material offered	
Permit size offered	
Delivery time after receipt of PO	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 50

Description
Bidder shall provide a firm fixed PER PIECE price, per complete specifications contained in this ITB.

Item	**542-11353--01-10 - Set up charge per order for Decals as described in Line Item 9**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** Transportation & Mobility 290 NE 3 Avenue Fort Lauderdale FL 33301 **Qty** 1

Description
Set up charge per order for Decals as described in Line Item 9

ITB # 542-11353
TITLE: Parking Permits, Decals & Hangtags, Annual Contract

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE
The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide parking permit decals and hangtags for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION
For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. 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). Contractors please note: No part of your bid can be submitted via FAX. 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 Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

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 contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT
There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY
To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY
Delivery is required within thirty (30) business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

Contractor must quote a firm, fixed price for all products stated in the ITB.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. BID DOCUMENTS
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. 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 product/service that will best serve the needs of the City of Fort Lauderdale.

The City 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 solicitation.

09. PRICE VALIDITY
Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. GENERAL CONDITIONS
General Conditions Form G-107 Rev. 07/13 (GC) are included and made a part of this ITB.

11. 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.

12. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

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

14. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS
The Technical Specifications contained in this solicitation 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 that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

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

15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) 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 City as authorized by the awarding authority. 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.

16. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

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.

17. 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 contact, 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. This trial period will then become part of the initial contract period.

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 (if applicable).

18. CONTRACT COORDINATOR

The City may 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.

19. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

20. INVOICES/PAYMENT

Payment terms will be considered to be net 45 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.

21. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

22. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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 from another vendor at the City's sole option.

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, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

23. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the 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 services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

24. 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.

25. PUBLIC ENTITY CRIMES
NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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.

26. CANADIAN COMPANIES
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

27. LOBBYING ACTIVITIES
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 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 .

28. BID TABULATIONS/INTENT TO AWARD
Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm . Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm , or any interested party may call the Procurement Services Division at 954-828-5933.

29. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf

30. 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.

31. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**:

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http:/www.fortlauderdale.gov/purchasing/index.htm

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01 SPECIFICATIONS FOR REMOVABLE MYLAR DECAL, HANGTAG, REFLECTIVE DECAL WITH A HOLOGRAM/SECURITY FOIL AND VINYL DECAL PARKING PERMITS

The City of Fort Lauderdale is inviting vendors to submit bids for removable Mylar decal, polyvinyl hangtag, vinyl decal and reflective decal with a hologram/security foil parking permits to be displayed inside the windows of vehicles parked in the city's lots, garages, and/or on-street spaces.

The contract will be for approximately 35,000 Mylar decal permits, approximately 700 hangtag permits, approximately 500 reflective Mylar with a hologram / security foil decal permits and approximately 50 vinyl decal permits annually.

We are requesting that you provide per piece pricing for each of the following:

A. Removable Mylar (or equivalent) decal permit: approximately 35,000, example of size and required graphics attached, 4.25" x 3.5", or as close to size as possible.

B. Removable Mylar (or equivalent) decal permit: approximately 500, example of size and required graphics attached, 3.25" x 3", or as close to size as possible.

C. Polyvinyl hangtag parking permits: approximately 700, example of size and required graphics attached, 2.75" x 6", or as close to size as possible.

D. Inside window reflective material decal permit with hologram / security foil: approximately 500, example of size and required graphics attached, 4.25" x 3.5", or as close to size as possible.

E. Four mil white vinyl material decal permit with hologram / security foil: approximately 50, example of size and required graphics attached, 2.75" x 1.5", or as close to size as possible.

The City of Fort Lauderdale reserves the right to place quarterly orders of varying quantities of each permit style/type, with anticipated annual order quantities shown above. Each order will be accompanied by a chart (similar to the attached), broken down by month, with columns for: quantity, location (classification), month indicator (1,2, 3, etc), year (expiration date), serial number sequences, and barcodes. The permit number sequence of the prefix, serial number, and suffix are to be in the scannable barcode as well as printed on the permit. Please see sample diagram of permit layout, showing print copy on both front and back of permit. Proofs of each parking permit style/type will be supplied for approval prior to production, either by email or fax. Periodically, the City may place permit orders in small quantities and/or for special events.

SPECIAL NOTE: South Florida experiences intense sunlight, humidity, and high heat for most of the year. All materials and inks must be able to withstand the intense Florida heat and humidity and be usable on and visible through dark tinted windows.

DELIVERY: Time is of the essence; delivery is preferred within twenty (20) business days, but not later than twenty-five (25) business days after receipt of the purchase order. Mylar permits shall be delivered in a continuous roll, in poly bagging with barcoded piggy back label, and each line item of the attached chart is to be boxed separately - according to the location (classification), type (Mylar or hangtag), and the month of the permit. The decals must be packaged with the lowest number to the outside of the roll so that they may be sold in numeric order. The box must display a label on the face, below the permit opening.

COLORS: Permits will generally be the same color for a particular month, but may change from month to month, quarterly, or annually. Please supply actual color samples on the exact material that will be used (must be easily visible through dark tinted vehicle windows and in garages with low light levels).

INK COLORS: All copy on the front of the permit is to be in BLACK ink (or OTHER COLOR as requested), with the back of the permit in a lighter color.

HOLOGRAM: Hologram is to be positioned in the upper right, circular with the City logo in black on gold-color foil (sailboat silhouette logo provided). Hangtag permits will have the Hologram centrally positioned above all other copy.

BARCODE: Alphanumeric barcode to be on lower left corner: prefix and serial number. Language 3 of 9 with human readable numbers.

NUMBERING: Numbering at the bottom right to be a six-digit number, in sequential order, starting and ending range numbers to be supplied prior to print.

PRICING:

A. Provide per-piece pricing for approximately 35,000 Mylar or equivalent 4.25" x 3.5" decal permits to be delivered in a continuous roll, in poly bagging, barcoded piggy back label, with each line item of the attached chart to be boxed separately - according to the location (classification) and the month of the permit. The Mylar or equivalent decal permits must be packaged with the lowest number to the outside of the roll so that they may be sold in numeric order. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

and

B. Provide per-piece pricing for approximately 500 Mylar or equivalent 3.25" x 3" decal permits to be delivered in a continuous roll, in poly bagging, barcoded piggy back label. The Mylar or equivalent decal permits must be packaged with the lowest number to the outside of the roll so that they may be sold

in numeric order. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

and

C. Provide per-piece pricing for approximately 700 Polyvinyl hangtag permits to be ordered quarterly and/or as needed. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

and

D. Provide per-piece pricing for approximately 500 inside window reflective material decal permits with hologram / security foil or equivalent 4.25" x 3.5" as described in Specifications, to be delivered in a continuous roll, in poly bagging, barcoded piggy back label with each style boxed separately. The reflective material decal permits must be packaged with the lowest number to the outside of the roll so that they may be sold in numeric order. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

and

E. Provide per-piece pricing for approximately 50 white vinyl material or equivalent 2.75" x 1.5" decals with hologram / security foil. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

Due to the nature of our business and potential City Commission action, Parking Services' permit programs are subject to change and may require additional locations to be added or other locations to be deleted during the term of the contract. Pricing shall be flat-rate and per-piece (separate pricing for Mylar or equivalent, hangtag, and vinyl decals), regardless of the number of permits ordered on any one order or for any one location. Parking Services will be mindful of production costs and will attempt to minimize small runs to the extent possible.

JOB SCOPE: It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required and to understand the environment in which these permits will be used. The Bidder, by virtue of submitting a contract proposal, certifies that he understands the scope of this ITB and the requirements of the permits to be supplied.

PERMIT SPECIFICATIONS

MYLAR DECALS (A): "Removable Mylar", minimum 2 mil thickness (or equivalent) with a clear see-through liner (to be placed on the inside of vehicle window, printed side facing out) must be of sufficient quality to be removed and reapplied by customers as they move the decals between and among their vehicles. The peel-off permit backing is to be printed with instructions for the use of the permit and will be provided with the initial order. (NOTE: Some types of permits have instructions that require placing the permit inside the front windshield and some types will be printed with instructions that require displaying the permit inside the rear window). Include hologram, scannable barcode, and serial numbering (according to specs provided). Mylar or equivalent material MUST be safe to use without leaving adhesive residue or otherwise damaging interior vehicle windows (including window tint and window defoggers).

SIZE: Approximately 4.25" x 3.5", or as close to size as possible.

MYLAR DECALS (B): "Removable Mylar", minimum 2 mil thickness (or equivalent) with a clear see-through liner (to be placed on the inside of vehicle window, printed side facing out) must be of sufficient quality to be removed and reapplied by customers as they move the decals between and among their vehicles. The peel-off permit backing is to be printed with instructions for the use of the permit and will be provided with the initial order. Include hologram, scannable barcode, and serial numbering (according to specs provided).Mylar or equivalent material MUST be safe to use without leaving adhesive residue or otherwise damaging interior vehicle windows (including window tint and window defoggers).

SIZE: Approximately 3.25" x 3", or as close to size as possible

These annual permits will all have the same graphics with City logo hologram and serial numbering but there will be up to 5 different 'location' indicators (i.e. large letter "A" or "D" or "M" or "P" or "C")

HANGTAG (C): Polyvinyl, minimum 23 gauge thickness (or equivalent) include hologram, scannable barcode, and serial numbering (according to specs provided).

SIZE: Approximately 2.75" x 6", or as close to size as possible

REFLECTIVE (D): **3M i**nside window reflective material (or equivalent) with a clear see-through liner (to be placed on the inside of vehicle window, printed side facing out) and must be of sufficient quality and guaranteed not to fade or crack and shall remain colorfast for a minimum of one year. The peel-off permit backing is to be printed with instructions for the use of the permit and will be provided with the initial order.

Include hologram, scannable barcode, and serial numbering (according to specs provided). 3M reflective material or equivalent MUST be safe to use without leaving adhesive residue or otherwise damaging interior vehicle windows (including window tint and window defoggers).

SIZE: Approximately 4.25” x 3.5”, or as close to size as possible.

WHITE VINYL (E): 4 mil white vinyl material (according to specs provided), background color TBD with black print, dark blue logo printed on top of 2D/3D hologram material or equivalent. Permits are sequentially numbered in black ink using ¼” numbers. Standard packaging - permits are currently rubberbanded.

SIZE: Approximately 2.75” x 1.5”, or as close as possible.

City of Fort Lauderdale
Monthly Parking Permit Decal Order (11/11)

City of Fort Lauderdale JAN 2014 rev. 7/13

QTY	LOCATION	VALID Month	VALID Year	Permit Number Range RANGE Start #	End #	Barcode Prefix	RANGE Start #	End #
INSTRUCTIONS: BACK (ORANGE)								
240	BRIDGESIDE	1	2014	011521	011760	14BGSD	011521	011760
1700	CITY PARK GARAGE	1	2014	081601	083300	14PG24	081601	083300
11	CPG MALL TENANT 1E/D	1	2014	000529	000539	14CPG1	000529	000539
11	CPG MALL TENANT 2E	1	2014	000529	000539	14CPG2	000529	000539
85	CPG NOVA MON-FRI	1	2014	001361	001445	14NOVA	001361	001445
INSTRUCTIONS: BACK (BRIGHT PINK)								
50	PACA 24/7	1	2014	000701	000750	14PA24	000701	000750
2097								
INSTRUCTIONS: FRONT (ORANGE)								
100	A & S GARAGE	1	2014	004801	004900	14ASAG	004801	004900
3	ANDREWS AVENUE	1	2014	000145	000147	14SA13	000145	000147
6	ANDREWS BRIDGE	1	2014	000205	000210	14ANBR	000205	000210
40	ARTS & SCIENCE	1	2014	001001	001040	14ARTS	001001	001040
20	CROSSROADS	1	2014	000961	000980	14CRRD	000961	000980
5	DC ALEXANDER	1	2014	000091	000095	14ALEX	000091	000095
10	E CLAY SHAW - EAST	1	2014	000481	000490	14CLAE	000481	000490
10	E CLAY SHAW EAST (8AM - 5PM)	1	2014	000481	000490	14CLAA	000481	000490
30	E CLAY SHAW EAST (2PM - 2AM)	1	2014	001441	001470	14CLAP	001441	001470
10	E CLAY SHAW - WEST	1	2014	000481	000490	14CLAW	000481	000490
75	E-Lot Residents	1	2014	003601	003675	14ELRS	003601	003675
20	E-Lot - PM	1	2014	000961	000980	14ELPM	000961	000980
50	E-Lot - AB	1	2014	002401	002450	14ELAB	002401	002450
200	E-Lot - AM	1	2014	009601	009800	14ELAM	009601	009800
75	FTL BEACH PARK LOT	1	2014	004276	004350	14FLBP	004276	004350
51	G LOT GALT OCEAN DR	1	2014	002407	002457	14GALT	002407	002457
30	GEO. ENGLISH	1	2014	001441	001470	14GENG	001441	001470
9	N LOT	1	2014	001409	001417	14NLOT	001409	001417
4	N LOT RESIDENT	1	2014	000193	000196	14NRES	000193	000196
6	NE 25TH AVENUE	1	2014	000288	000293	14NE25	000288	000293
135	NORTH GALT	1	2014	006481	006615	14NGAL	006481	006615
50	ONE STOP SHOP	1	2014	002401	002450	14OSSL	002401	002450
4	P LOT	1	2014	000193	000196	14PLOT	000193	000196
20	R LOT	1	2014	000961	000980	14RLOT	000961	000980
26	SE 2ND COURT	1	2014	001249	001274	14SE2C	001249	001274
15	SW 2 Av/ N OF 2 ST	1	2014	000326	000340	14SW2A	000326	000340
30	SW 13TH STREET	1	2014	001441	001470	14SW13	001441	001470
16	TUNNEL	1	2014	000768	000783	14TUNL	000768	000783
12	V LOT	1	2014	000577	000588	14VLOT	000577	000588
20	WEST A1A	1	2014	000600	000619	14WA1A	000600	000619
1082								

Total MonthlyOrder 3179

City of Fort Lauderdale FEB 2014 rev. 7/13

QTY	LOCATION	VALID Month	VALID Year	Permit Number Range RANGE Start #	End #	Barcode Prefix	RANGE Start #	End #
INSTRUCTIONS: BACK (ORANGE)								
240	BRIDGESIDE	2	2014	011761	012000	14BGSD	011761	012000
1700	CITY PARK GARAGE	2	2014	083301	085000	14PG24	083301	085000
11	CPG MALL TENANT 1E/D	2	2014	000540	000550	14CPG1	000540	000550
11	CPG MALL TENANT 2E	2	2014	000540	000550	14CPG2	000540	000550
85	CPG NOVA MON-FRI	2	2014	001446	001530	14NOVA	001446	001530
INSTRUCTIONS: BACK (BRIGHT PINK)								
50	PACA 24/7	2	2014	000751	000800	14PA24	000751	000800
2097								
INSTRUCTIONS: FRONT (ORANGE)								
100	A & S GARAGE	2	2014	004901	005000	14ASAG	004901	005000
3	ANDREWS AVENUE	2	2014	000148	000150	14SA13	000148	000150
6	ANDREWS BRIDGE	2	2014	000211	000216	14ANBR	000211	000216
40	ARTS & SCIENCE	2	2014	001041	001080	14ARTS	001041	001080
20	CROSSROADS	2	2014	000981	001000	14CRRD	000981	001000
5	DC ALEXANDER	2	2014	000096	000100	14ALEX	000096	000100
10	E CLAY SHAW - EAST	2	2014	000491	000500	14CLAE	000491	000500
10	E CLAY SHAW EAST (8AM - 5PM)	2	2014	000491	000500	14CLAA	000491	000500
30	E CLAY SHAW EAST (2PM - 2AM)	2	2014	001471	001500	14CLAP	001471	001500
10	E CLAY SHAW - WEST	2	2014	000491	000500	14CLAW	000491	000500
75	E-Lot Residents	2	2014	003676	003750	14ELRS	003676	003750
20	E-Lot - PM	2	2014	000981	001000	14ELPM	000981	001000
50	E-Lot - AB	2	2014	002451	002500	14ELAB	002451	002500
200	E-Lot - AM	2	2014	009801	010000	14ELAM	009801	010000
75	FTL BEACH PARK LOT	2	2014	004351	004425	14FLBP	004351	004425
51	G LOT GALT OCEAN DR	2	2014	002458	002508	14GALT	002458	002508
30	GEO. ENGLISH	2	2014	001471	001500	14GENG	001471	001500
9	N LOT	2	2014	001418	001426	14NLOT	001418	001426
4	N LOT RESIDENT	2	2014	000197	000200	14NRES	000197	000200
6	NE 25TH AVENUE	2	2014	000294	000299	14NE25	000294	000299
135	NORTH GALT	2	2014	006616	006750	14NGAL	006616	006750
50	ONE STOP SHOP	2	2014	002451	002500	14OSSL	002451	002500
4	P LOT	2	2014	000197	000200	14PLOT	000197	000200
20	R LOT	2	2014	000981	001000	14RLOT	000981	001000
26	SE 2ND COURT	2	2014	001275	001300	14SE2C	001275	001300
15	SW 2 Av/ N OF 2 ST	2	2014	000341	000355	14SW2A	000341	000355
30	SW 13TH STREET	2	2014	001471	001500	14SW13	001471	001500
16	TUNNEL	2	2014	000784	000799	14TUNL	000784	000799
12	V LOT	2	2014	000589	000600	14VLOT	000589	000600
20	WEST A1A	2	2014	000620	000639	14WA1A	000620	000639
1082								

Total MonthlyOrder 3179

City of Fort Lauderdale MAR 2014 rev. 7/13

QTY	LOCATION	VALID Month	VALID Year	Permit Number Range RANGE Start #	End #	Barcode Prefix	RANGE Start #	End #
INSTRUCTIONS: BACK (ORANGE)								
240	BRIDGESIDE	3	2014	012001	012240	14BGSD	012001	012240
1700	CITY PARK GARAGE	3	2014	085001	086700	14PG24	085001	086700
11	CPG MALL TENANT 1E/D	3	2014	000551	000561	14CPG1	000551	000561
11	CPG MALL TENANT 2E	3	2014	000551	000561	14CPG2	000551	000561
85	CPG NOVA MON-FRI	3	2014	001531	001615	14NOVA	001531	001615
INSTRUCTIONS: BACK (BRIGHT PINK)								
50	PACA 24/7	3	2014	000801	000850	14PA24	000801	000850
2097								
INSTRUCTIONS: FRONT (ORANGE)								
100	A & S GARAGE	3	2014	005001	005100	14ASAG	005001	005100
3	ANDREWS AVENUE	3	2014	000151	000153	14SA13	000151	000153
6	ANDREWS BRIDGE	3	2014	000217	000222	14ANBR	000217	000222
40	ARTS & SCIENCE	3	2014	001081	001120	14ARTS	001081	001120
20	CROSSROADS	3	2014	001001	001020	14CRRD	001001	001020
5	DC ALEXANDER	3	2014	000101	000105	14ALEX	000101	000105
10	E CLAY SHAW - EAST	3	2014	000501	000510	14CLAE	000501	000510
10	E CLAY SHAW EAST (8AM - 5PM)	3	2014	000501	000510	14CLAA	000501	000510
30	E CLAY SHAW EAST (2PM - 2AM)	3	2014	001501	001530	14CLAP	001501	001530
10	E CLAY SHAW - WEST	3	2014	000501	000510	14CLAW	000501	000510
75	E-Lot Residents	3	2014	003751	003825	14ELRS	003751	003825
20	E-Lot - PM	3	2014	001001	001020	14ELPM	001001	001020
50	E-Lot - AB	3	2014	002501	002550	14ELAB	002501	002550
200	E-Lot - AM	3	2014	010001	010200	14ELAM	010001	010200
75	FTL BEACH PARK LOT	3	2014	004426	004500	14FLBP	004426	004500
51	G LOT GALT OCEAN DR	3	2014	002509	002559	14GALT	002509	002559
30	GEO. ENGLISH	3	2014	001501	001530	14GENG	001501	001530
9	N LOT	3	2014	001427	001435	14NLOT	001427	001435
4	N LOT RESIDENT	3	2014	000201	000204	14NRES	000201	000204
6	NE 25TH AVENUE	3	2014	000300	000305	14NE25	000300	000305
135	NORTH GALT	3	2014	006751	006885	14NGAL	006751	006885
50	ONE STOP SHOP	3	2014	002501	002550	14OSSL	002501	002550
4	P LOT	3	2014	000201	000204	14PLOT	000201	000204
20	R LOT	3	2014	001001	001020	14RLOT	001001	001020
26	SE 2ND COURT	3	2014	001301	001326	14SE2C	001301	001326
15	SW 2 Av/ N OF 2 ST	3	2014	000356	000370	14SW2A	000356	000370
30	SW 13TH STREET	3	2014	001501	001530	14SW13	001501	001530
16	TUNNEL	3	2014	000800	000815	14TUNL	000800	000815
12	V LOT	3	2014	000601	000612	14VLOT	000601	000612
20	WEST A1A	3	2014	000640	000659	14WA1A	000640	000659
1082								

Total Monthly Order 3179

City of Fort Lauderdale - CITY HALL HANGTAGS FY2014 rev. 7/13

QTY	Location	Month	Valid Date	Range Start # - End#			Prefix	Range Start # - End#		
INSTRUCTIONS: FRONT (ORANGE COLOR)				Sequential #				Barcode		
50	CITY HALL	10	2013	002401	-	002450	14JLTCH	002401	-	002450
50	CITY HALL	11	2013	002451	-	002500	14JLTCH	002451	-	002500
50	CITY HALL	12	2013	002501	-	002550	14JLTCH	002501	-	002550
INSTRUCTIONS: FRONT (ORANGE COLOR)										
50	CITY HALL	1	2014	002551	-	002600	14JLTCH	002551	-	002600
50	CITY HALL	2	2014	002601	-	002650	14JLTCH	002601	-	002650
50	CITY HALL	3	2014	002651	-	002700	14JLTCH	002651	-	002700
300	GRAND TOTAL									

Example A:

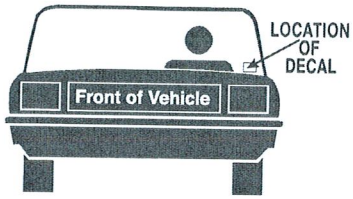
12
2013
CITY OF FORT LAUDERDALE
CITY PARK GARAGE
14PG24085001
085001

12
2013
CITY OF FORT LAUDERDALE
BRIDGESIDE
14BGSD012001
012001

ANN
07/13 - 06/14
CITY OF FORT LAUDERDALE
BIRCH PARK FINGER STREETS
14RESC001201
001201

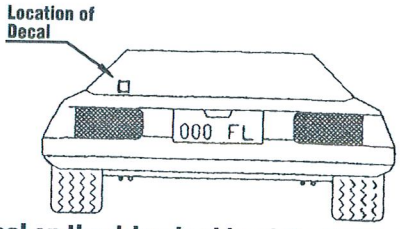
2013
Residential
Beach Permit
CITY OF FORT LAUDERDALE
13RESC000001
000001
Jan Feb Mar Apr May Jun
Jul Aug Sept Oct Nov Dec

Back of permits.



Place the decal on the driver's side of the FRONT window. Decal is printed to adhere to the inside of window facing out. Make sure surface where decal is to be mounted is clean and dry. Peel off protective paper. Position decal and rub down. Only one decal will be issued. Persons using more than one vehicle must remove the decal and reapply it to the new vehicle. To reapply the decal, insure surface where decal is to be mounted is clean and dry.

LOCK YOUR CAR. DO NOT LEAVE ANY VALUABLES INSIDE YOUR CAR.



Place the decal on the driver's side of the REAR window. Decal is printed to adhere to the inside of window facing out. Make sure surface where decal is to be mounted is clean and dry. Peel off protective paper. Position decal and rub down. Only one decal will be issued. Persons using more than one vehicle must remove the decal and reapply it to the new vehicle. To reapply the decal, insure surface where decal is to be mounted is clean and dry.

LOCK YOUR CAR. DO NOT LEAVE ANY VALUABLES INSIDE YOUR CAR.

Example B:

ANNUAL
EXP 12/31/14
PARKING PERMIT
P
CITY OF FORT LAUDERDALE
201

Example C:

REMOVE WHEN OPERATING VEHICLE
CITY OF FORT LAUDERDALE
CITY OF FORT LAUDERDALE
08/13-07/14
BREAKWATER RESIDENT
DAWN TO DUSK
13RPBW000131
13RPBW000131

REMOVE WHEN OPERATING VEHICLE
CITY OF FORT LAUDERDALE
CITY OF FORT LAUDERDALE
2013
10
CITY HALL
14JLTCH002401
002401

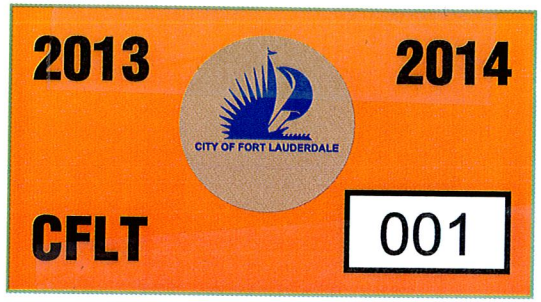
REMOVE WHEN OPERATING VEHICLE
CITY OF FORT LAUDERDALE
CITY OF FORT LAUDERDALE
2014
RESIDENT
BIRCH PARK
FINGER STREETS
VALID FROM
07/13 - 06/14
14RPPH000301
000301

Example D:

2014
TAXI
PERMIT
CITY OF FORT LAUDERDALE
14TAXI000001
000001

2014
VEHICLE
FOR
HIRE
PERMIT
CITY OF FORT LAUDERDALE
14HIRE000001
000001

Example E:



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 Division. 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 PACKING SLIPS: It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 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.

1.05 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.

1.06 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 one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 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.

1.08 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.

1.09 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.

1.10 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.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders 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 Division immediately. Such notification must be received by the Procurement Services 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 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 or cashiers check. 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, 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/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

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.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after

notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 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 Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, 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 may, 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 Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

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.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Questionnaire

Please print or type:

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

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

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

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

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial

assets to access funds for construction of multiple projects during the same time period.

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.

NON-COLLUSION STATEMENT:

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

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

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

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

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME	RELATIONSHIPS

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____ _____ _____

NAME SIGNATURE DATE

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 Services Division, 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: _____ _____

(Authorized 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 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE ☐ WBE ☐

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

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES ☐ NO ☐

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.

Variances:

revised 11-29-11

Question and Answers for Bid #542-11353 - Parking Permits, Decals & Hangtags, Annual Contract

OVERALL BID QUESTIONS

Question 1

For all permits, decals & hangtags, will the sailboat silhouette logo be printed in black or blue ink? **(Submitted: Jan 6, 2014 10:22:08 AM EST)**

Answer

- Black **(Answered: Jan 6, 2014 3:35:29 PM EST)**

Question 2

For item B, the Annual removable mylar stickers: the specs state that there are 5 different location indicators. Will the decals have a different background color for each of the 5 different indicators? **(Submitted: Jan 6, 2014 10:24:50 AM EST)**

Answer

- No **(Answered: Jan 6, 2014 3:35:29 PM EST)**

Question 3

For Item C, Hangtags: how many different copy changes (or kinds) will the hangtags have? **(Submitted: Jan 6, 2014 10:26:21 AM EST)**

Answer

- 4 **(Answered: Jan 6, 2014 3:35:29 PM EST)**

Question 4

Will the hangtags have printing on the back side? If yes, how many different copies? **(Submitted: Jan 6, 2014 10:26:53 AM EST)**

Answer

- No **(Answered: Jan 6, 2014 3:35:29 PM EST)**

Question 5

For Item 9 (E), Will the 4mil white vinyl decals have printing on the back side? **(Submitted: Jan 6, 2014 2:57:21 PM EST)**

Answer

- No **(Answered: Jan 6, 2014 3:42:00 PM EST)**