



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#24-0478**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** June 4, 2024

**TITLE:** Motion Approving Agreement for the Purchase of Roll-off Dumpster  
Services - MST Scrap Metal Inc d/b/a MST Dumpsters - \$689,700 -  
(**Commission Districts 1, 2, 3 and 4**)

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**Recommendation**

Staff recommends the City Commission approve an agreement, in substantially the form attached, for the purchase of Roll-Off Dumpster Services from MST Scrap Metal Inc d/b/a MST Dumpsters (MST) for an initial three (3)-year contract term in the amount of \$689,700; and authorize the City Manager to approve two (2) additional one (1)-year renewal options for an estimated annual renewal amount of \$229,900, for a potential total contract amount of \$1,149,500, contingent upon appropriation of funds.

**Background**

The purpose of this procurement is for a service provider to collect and dispose bulky trash, construction and demolition debris, garbage, recyclable materials, and yard trash in its various sizes roll-off dumpsters.

On April 8, 2024, the Procurement Services Division issued an Invitation to Bid, Event No. 280, for the purchase of Roll-off Dumpster Services. On April 29, 2024, the event closed and a total of seven (7) bid submissions were received.

Two (2) bidders listed their status as a Disadvantaged Business Enterprise (DBE).

MST met the solicitation requirements and is deemed the low, responsive and responsible bidder.

**Resource Impact**

Funds in the amount of \$95,830 are available in the FY 2024 Operating Budget in the accounts listed below. Future years' expenditures are contingent upon approval and appropriation of the annual budgets.

<b>Funds available as of May 7, 2024</b>					
<b>ACCOUNT NUMBER</b>	<b>COST CENTER NAME(Program)</b>	<b>CHARACTER/ ACCOUNT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>AMOUNT</b>
10-409-6050-534-30-3228	Sanitation Administration	Services & Materials/ Disposal (Tip) Fees	\$486,327	\$235,904	\$40,417
10-409-6050-534-30-3255	Sanitation Administration	Services & Materials/ Solid Waste Collections	\$486,327	\$235,904	\$40,417
10-450-7403-536-30-3228	Fiveash Maintenance	Services & Materials/ Disposal (Tip) Fees	\$933,828	\$326,898	\$833
10-450-7403-536-30-3255	Fiveash Maintenance	Services & Materials/ Solid Waste Collection	\$933,828	\$326,898	\$833
10-468-1460-542-30-3228	Executive Airport	Services & Materials/ Disposal (Tip) Fees	\$2,814,455	\$1,208,455	\$833
10-468-1460-542-30-3255	Executive Airport	Services & Materials/ Solid Waste Collection	\$2,814,455	\$1,208,455	\$833
10-450-7405-536-30-3228	Peele/Dixie Maintenance	Services & Materials/ Disposal (Tip) Fees	\$374,538	\$83,396	\$833
10-450-7405-536-30-3255	Peele/Dixie Maintenance	Services & Materials/ Solid Waste Collection	\$374,538	\$83,396	\$833
10-451-7424-536-30-3228	Lohmeyer Regional Plant Operations	Services & Materials/ Disposal (Tip) Fees	\$10,784,314	\$1,984,173	\$833
10-451-7424-536-30-3255	Lohmeyer Regional Plant Operations	Services & Materials/ Solid Waste Collection	\$10,784,314	\$1,984,173	\$833
10-450-7318-536-30-3228	Wellfield/Tanks	Services & Materials/ Disposal (Tip) Fees	\$186,538	\$49,922	\$2,083
10-450-7318-536-30-3255	Wellfield/Tanks	Services & Materials/ Solid Waste Collection	\$186,538	\$49,922	\$2,083
10-430-6091-539-30-3228	Cemetery System Maintenance	Services & Materials/ Disposal (Tip) Fees	\$913,503	\$435,692	\$2,083
10-430-6091-539-30-3255	Cemetery System Maintenance	Services & Materials/ Solid Waste Collection	\$913,503	\$435,693	\$2,083
			<b>TOTAL AMOUNT ►</b>		<b>\$95,830</b>

**Strategic Connections**

This item is a 2024 Commission Priority, advancing the Infrastructure and Resilience initiative.

This item supports the Press Play Fort Lauderdale 2029 Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area
- Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Infrastructure Focus Area
- The Solid Waste Management Element
- Goal 1: The City of Fort Lauderdale shall provide or maintain solid waste management and collection programs to serve current and future needs.

**Attachments**

Exhibit 1 - Solicitation

Exhibit 2 - Bid Tabulation

Exhibit 3 - Agreement

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Prepared by: Glenn Marcos, Chief Procurement Officer, Finance  
Melissa Doyle, Sustainability Division Manager, Public Works  
Laurie Platkin, Senior Procurement Specialist, Finance  
Matthew Eaton, Senior Administrative Assistant, Finance

Department Directors: Alan Dodd, P.E., Public Works  
Linda Short, Finance

details

File #: 240478 Version: 1

Type: CONSENT PURCHASE

Title: Motion Approving Agreement for the Purchase of Roll-off Dumpster Services - MST Scrap Metal Inc d/b/a MST Dumpsters - \$689,700 - (Commission Districts 1, 2, 3 and 4)

Mover: [Steven Glassman](#)      Second: [Warren Sturman](#)

Result: Pass

Agenda note:

Minutes note:

Action: APPROVED

Action text: APPROVED

consent votes (5:0)

5 records    [Group](#)    [Export](#)

Person Name	Vote
<a href="#">Pam Beasley-Pittman</a>	Yea
<a href="#">Warren Sturman</a>	Yea
<a href="#">John C. Herbst</a>	Yea
<a href="#">Steven Glassman</a>	Yea
<a href="#">Dean J. Trantalis</a>	Yea



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## Detail by Entity Name

Florida Profit Corporation

**MST SCRAP METAL INC**

### Filing Information

<b>Document Number</b>	P12000054326
<b>FEI/EIN Number</b>	45-5570705
<b>Date Filed</b>	06/15/2012
<b>State</b>	FL
<b>Status</b>	<b>ACTIVE</b>
<b>Last Event</b>	AMENDMENT AND NAME CHANGE
<b>Event Date Filed</b>	03/27/2013
<b>Event Effective Date</b>	NONE

### Principal Address

3310 SE 6th Ave  
FT. LAUDERDALE, FL 33316

Changed: 01/25/2017

### Mailing Address

3310 SE 6th Ave  
FT. LAUDERDALE, FL 33316

Changed: 01/25/2017

### Registered Agent Name & Address

LANDY, NANCI  
3310 SE 6th Ave  
FT. LAUDERDALE, FL 33316

Address Changed: 01/25/2017

### Officer/Director Detail

#### **Name & Address**

**Title President**

**LANDY, NANCI**

3310 SE 6th Ave  
FT. LAUDERDALE, FL 33316

Title VP

Tobin, Scott  
3310 SE 6th Ave  
FT. LAUDERDALE, FL 33316

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/01/2022
2023	01/26/2023
2024	02/08/2024

**Document Images**

<a href="#">02/08/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/15/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/15/2012 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>



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Fictitious Name Search

[Filing History](#)

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## Fictitious Name Detail

### Fictitious Name

MST DUMPSTERS

### Filing Information

**Registration Number** G16000038097  
**Status** ACTIVE  
**Filed Date** 04/14/2016  
**Expiration Date** 12/31/2026  
**Current Owners** 1  
**County** BROWARD  
**Total Pages** 3  
**Events Filed** 2  
**FEI/EIN Number** 45-5570705

### Mailing Address

3310 SE 6TH AVE  
 FORT LAUDERDALE, FL 33316

### Owner Information

MST SCRAP METAL INC  
 3310 SE 6TH AVE  
 FORT LAUDERDALE, FL 33316  
**FEI/EIN Number:** 45-5570705  
**Document Number:** P12000054326

### Document Images

[04/14/2016 -- Fictitious Name Filing](#)

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[09/22/2021 -- Fictitious Name Renewal Filing](#)

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[02/04/2019 -- CHANGE NAME/ADDRESS](#)

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**AGREEMENT FOR  
ROLL-OFF DUMPSTER SERVICES**

THIS AGREEMENT for Roll-Off Dumpster Services (“Agreement”), made this 19<sup>th</sup> day of June 2024, is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and MST Scrap Metal Inc d/b/a MST Dumpsters, a Florida corporation, (“Contractor” or “Company”) whose principal address is 3310 SE 6th Avenue, Fort Lauderdale, Florida 33316, Phone: 954-368-3841, Email: [info@mstdumpsters.com](mailto:info@mstdumpsters.com); (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide roll-off dumpster services (the “Work”), and the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid (ITB) Event No. 280 - Roll-Off Dumpster Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).
- (2) The Contractor’s response to the ITB, dated April 26, 2024 (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated 6/19, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.



Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on July 1, 2024, and shall end on June 30, 2027. The City reserves the right to extend this Agreement for two (2) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended or revised.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

### **C. Termination for Cause**

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of

coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to

the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be

responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the work, that Contractor and its subcontractors possess current, valid state of Florida and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and

Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of the City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such



terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to

or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. 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:

1. 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;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. 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

4. 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.

**AA. Prohibition Against Contracting with Scrutinized Companies**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**BB. Attorney Fees**

If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

**CC. Resolution of Disputes**

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies

provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

**DD. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**EE. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2- 187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**FF. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

#### **GG. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:                   Acting City Manager  
                                  City of Fort Lauderdale  
                                  401 SE 21<sup>st</sup> Street  
                                  Fort Lauderdale, Florida 33316



WITH A COPY: City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard  
Fort Lauderdale, Florida 33301

FOR CONTRACTOR:

Nancy Landy, President  
MST Scrap Metal Inc d/b/a MST Dumpsters  
3310 Southeast 6<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33316  
[info@mstdumpsters.com](mailto:info@mstdumpsters.com)

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

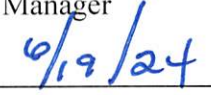
CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida Municipality

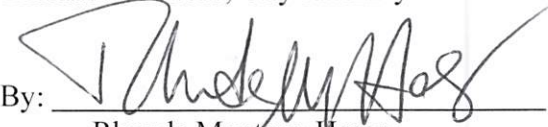
  
\_\_\_\_\_  
David R. Soloman, City Clerk

By:   
\_\_\_\_\_  
Susan Grant  
Acting City Manager

Date:   
\_\_\_\_\_



Approved as to Form and Correctness:  
Thomas J. Ansbro, City Attorney


By:   
\_\_\_\_\_  
Rhonda Montoya Masan  
Senior Assistant City Attorney



**CONTRACTOR**

WITNESSES:

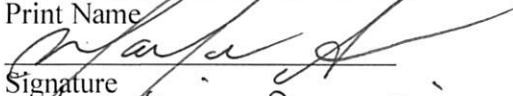
MST SCRAP METAL INC d/b/a MST  
DUMPSTERS, a Florida corporation



Signature

ANGEL T. MARTINEZ

Print Name



Signature

MARJORIE BERNADIN

Print Name

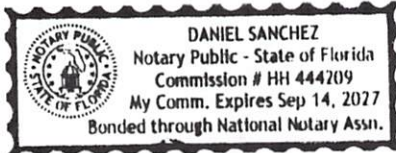
By: 

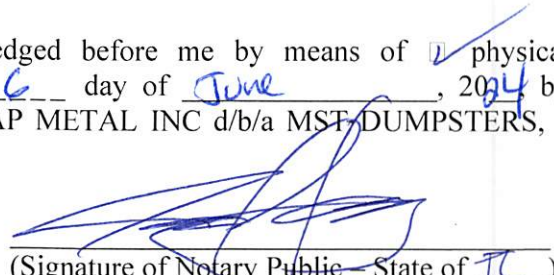
Nancy Landy, President

(CORPORATE SEAL)

STATE OF FLORIDA :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of June, 2024 by Nancy Landy as President for MST SCRAP METAL INC d/b/a MST DUMPSTERS, a Florida corporation.





(Signature of Notary Public - State of FL)

Daniel Sanchez

Print, Type or Stamp Commissioned Name of Notary Public)

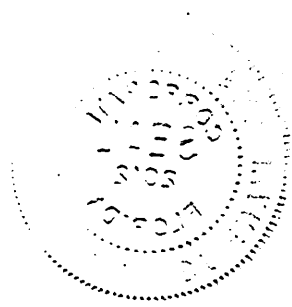
Personally Known  OR Produced Identification

Type of Identification Produced FLDL



*[Faint, illegible text]*

James Sanchez  
County Public - State of Florida  
Commission # 111 44444  
My Comm. Expires Sep. 14, 2017  
Bonded through National Surety Assoc.





**Event # 280-0**

**Name:** Roll-off Dumpster Services

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of bulky trash, construction & demolition (C & D) debris, garbage, recyclable materials and yard trash through the use of Contractor-owned roll-off dumpsters serviced by Contractor-owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

**Buyer:** PLATKIN, LAURIE D.

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 0

**Display Bid Tabulation:** Display When Event Closed For Bidding

**Event Dates**

**Preview:**

**Q & A Open:** 04/08/2024 06:00:00 PM

**Open:** 04/08/2024 02:00:00 PM

**Q & A Close:** 04/22/2024 05:00:00 PM

**Close:** 04/29/2024 02:00:00 PM

**Dispute Close:**

**Questions**

Question	Response Type	Attachment
Did you download, review, sign, and upload required forms?	Yes No	280_Required Forms Packet.pdf

**Attachments**

Name	Attachment
280 - Solicitation	280-Roll-off_Dumpster_Services_V2.pdf
General Conditions	1. General Conditions - Rev 08-2023.pdf

## Event # 280-0: Roll-off Dumpster Services

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### Contacts

Name	Phone Number	Email Address
LAURIE PLATKIN	US 954-828-5138	lplatkin@fortlauderdale.gov

### Comments

Title	Type	Comment
Contract Period	Event	Initial three (3) year initial term with two additional one-year renewal options.
Quantities Provided	Event	<b>Quantities provided are estimated annual amounts and may not be indicative of future use.</b>

### Commodity Codes

Commodity Code	Description
910-27	Garbage/Trash Removal, Disposal and/or Treatment

### Line Details

#### Line 1: 10 YARD ROLL-OFF DUMPSTER PULL

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**Description:** 10 YARD ROLL-OFF DUMPSTER PULL

**Item:** 10 YARD ROLL-OFF DUMPSTER PULL 10 YARD ROLL-OFF DUMPSTER PULL

**Commodity Code:** 910-27 Garbage/Trash Removal, Disposal and/or Treatment

**Manufacturer** MFC

**Division:** DIV

# Event # 280-0: Roll-off Dumpster Services

---

**Code:**

**Quantity:** 40.0000

**Unit of EA  
Measure:**

**Require Yes  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

---

## Line 2: 20 YARD ROLL-OFF DUMPSTER PULL

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**Description:** 20 YARD ROLL-OFF DUMPSTER PULL

**Item:** 20 YARD ROLL-OFF DUMPSTER PULL 20 YARD ROLL-OFF DUMPSTER PULL

**Commodity 910-27** Garbage/Trash Removal, Disposal and/or Treatment  
**Code:**

**Manufacturer MFC  
Code:**

**Division:** DIV

**Quantity:** 75.0000

**Unit of EA  
Measure:**

**Require Yes  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

---

## Line 3: 30 YARD ROLL-OFF DUMPSTER PULL

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**Description:** 30 YARD ROLL-OFF DUMPSTER PULL

**Item:** 30 YARD ROLL-OFF DUMPSTER PULL 30 YARD ROLL-OFF DUMPSTER PULL

**Commodity 910-27** Garbage/Trash Removal, Disposal and/or Treatment  
**Code:**

**Manufacturer MFC  
Code:**

**Division:** DIV

**Quantity:** 540.0000

**Unit of EA  
Measure:**

**Require Yes  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges**



# Event # 280-0: Roll-off Dumpster Services

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**Allowed:**

## Line 4: 40 YARD ROLL-OFF DUMPSTER PULL

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**Description:** 40 YARD ROLL-OFF DUMPSTER PULL

**Item:** 40 YARD ROLL-OFF DUMPSTER PULL 40 YARD ROLL-OFF DUMPSTER PULL

**Commodity Code:** 910-27 Garbage/Trash Removal, Disposal and/or Treatment

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 40.0000

**Unit of EA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 5: SERVICE CHARGE

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**Description:** SERVICE CHARGE

**Item:** SERVICE CHARGE SERVICE CHARGE

**Commodity Code:** 910-27 Garbage/Trash Removal, Disposal and/or Treatment

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 40.0000

**Unit of EA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 6: DEAD RUN WITH FLAT RATE

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**Description:** Dead Run with Flat Rate

# Event # 280-0: Roll-off Dumpster Services

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**Item:** DEAD RUN WITH FLAT RATE    DEAD RUN WITH FLAT RATE

**Commodity Code:** 910-27    Garbage/Trash Removal, Disposal and/or Treatment

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 40.0000

**Unit of Measure:** EA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 7: DISPOSAL FEES

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**Description:** Passthrough Costs to the City for Disposal Fees. This is a required line item, with an estimated annual amount. We ask all to bid \$1 on a quantity of 115,000. Everyone's bid will be identical at \$115,000.

**Item:** DISPOSAL FEES    DISPOSAL FEES

**Commodity Code:** 910-27    Garbage/Trash Removal, Disposal and/or Treatment

**Manufacturer Code:** MFC

**Division:** DIV

**Quantity:** 115,000.0000

**Unit of Measure:** DO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 7 Distributions

Event Company	Distribution Account	Percent
10	CORE•10•409•6050•534•30-3228••••	84.340%
10	CORE•10•450•7403•536•30-3228••••	1.740%
10	CORE•10•468•1460•542•30-3228••••	1.740%
10	CORE•10•450•7405•536•30-3228••••	1.740%
10	CORE•10•450•7318•536•30-3228••••	4.350%
10	CORE•10•430•6091•539•30-3228••••	4.350%

## Event # 280-0: Roll-off Dumpster Services

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Event Company	Distribution Account	Percent
10	CORE•10•451•7424•536•30-3228••••	1.740%

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of bulky trash, construction & demolition (C & D) debris, garbage, recyclable materials and yard trash through the use of Contractor-owned roll-off dumpsters serviced by Contractor-owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, CPPB via email at [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov) or via phone at (954) 828-5138. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders 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 Bidder 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. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 City's On-line Strategic Sourcing Platform

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

**1.5 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### 2.4 Bidder's Costs

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

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

### 2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from the time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award the contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida

Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

The bill or invoice for services rendered under this contract shall be prepared monthly in a manner specified by the Contract Coordinator and rendered for payment to the City of Fort Lauderdale's Finance Department in the month following the month within which the services were received. Invoices shall be clear and conform to specifications so that they can be checked for accuracy. The information on the invoice must include:

1. Request: name and department (and reference number if provided)
2. Billing account number
3. Location name
4. Location address
5. Size of container pulled (in cubic yards)
6. Service actions listed by service date and time
7. Total unit cost (per container/cubic yard)
8. Disposal volume in tons or pounds per pull or per cubic yard/load and associated disposal fee including copy of the disposal ticket from post-collection facility

The Contract Coordinator must approve information on the Contractor's monthly invoice or bill. The disposal billed shall be a direct pass through to the City. There shall be no disposal surcharges.

**The City's Franchise Fee applies to this contract and is currently established as 25% of gross receipts as established by resolution (refer to Chapter 24, Section 24-69 Fort Lauderdale Code of Ordinances). Any invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 25% of the total invoice amount (inclusive of the Franchise Fee) billed to the City. Should there be a change in the franchise fee as established by resolution, change will be applied to the haulers billable line items, excluding disposal, as a percentage increase or decrease based on the resolution change.**

## **2.8 Related Expenses/Travel Expenses**

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

## **2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be

performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

## **2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

## **2.12 Modification of Services**

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

**2.12.2** The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. 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 Successful Bidder thirty (30) days written notice.

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

## **2.13 Non-Exclusive Contract**

Bidder 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.

## **2.14 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.



## **2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## **2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## **2.17 Minimum Qualifications**

**2.17.1** To be eligible for award of a contract in response to this solicitation, the Bidder 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 Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

**2.17.2** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.3** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.17.4** Licensing of private collectors is required in [Chapter 24 Article III Code of Ordinances](#) City of Fort Lauderdale.

**2.17.5** The successful bidder shall at his own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws, rules and regulations, and inter-local agreements that would apply to this contract.

**2.17.6** To be considered for award of this contract the Contractor must hold a current license for essential municipal services issued by the CITY; and be considered a licensed private collector prior to bid opening. Failure to provide evidence of such shall deem the Contractor unresponsive.

**2.17.7** The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the City.

**2.17.8** A City Occupational License is required if place of business or office is located within the City limits. The fee is based on capacity weight of the truck. Broward County requires an occupational license, and the fee is based on the number of owners and employees of the company.

**2.17.9** Contractor will supply a copy of all required licenses with bid and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

## **2.18 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-11-42](#), and

[Resolution No. 07-101, Lobbying Activities](#). Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

## **2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, 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:

**2.19.2** 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.

**2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site: [Click Here](#)

### **2.19.5 Definitions**

- a. The term "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, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "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, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## **2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status 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 the Tri- 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.

**2.20.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site: [Click Here](#)

### **2.20.5 Definitions**

- A. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- B. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- C. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- D. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business,

but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

## **2.21 Protest Procedure**

**2.21.1** Any 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 follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [Click Here](#)

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

## **2.22 Public Entity Crimes**

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

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

## **2.24 Bid Security - N/A**

## **2.25 Payment and Performance Bond - N/A**

## 2.26 Insurance Requirements

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

**Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

- Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- A. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- B. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- D. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- E. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- F. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- G. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- H. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- 2.26.5 The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.27 Insurance – Sub-Contractors**

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

**2.28 Insurance for Collection of Credit Card Payments - N/A**

**2.29 Award of Contract**

Contractor must bid on all items. Partial bids will not be considered.

The City also 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.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

**2.30 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.31 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.32 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:

**2.32.1** 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;

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

**2.32.3** 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



**2.32.4** 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.

**2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

**2.34 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.

**2.35 Approved Equal or Alternative Product Bids - N/A**

**2.36 Contract Period**

The initial contract term shall commence upon date of award by the City, \_\_\_\_\_, or July 1, 2024, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two additional one-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 270 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.

**2.37 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of three (3) years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this Invitation to Bid.

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. Department. 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.

**2.38 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such a 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).

**2.39 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.

**2.40 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 default or cancellation for cause provisions of the contract.

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

**2.41 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall

propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.42 Ownership of Work**

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

**2.43 Condition of Trade-In Equipment - N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment - N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls - N/A**

**2.47 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.

**2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid 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.

**2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email [ProcurementSupport@fortlauderdale.gov](mailto:ProcurementSupport@fortlauderdale.gov), for more information.

**2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB 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 ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, 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 Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder 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. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, One EAST BROWARD, BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## **2.51 PCI (Payment Card Industry) Compliance – N/A**

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 DEFINITIONS

- 3.1.1 Solid Waste:** Solid waste shall include, without limitation, all waste accepted at a Class I landfill or waste to energy facility as processable waste including; garbage, food scraps, food containers, rubbish, refuse and garden or horticultural trash. Excludes recyclable materials that are source separated (removed from the waste stream at the point of generation) and recycled, or unacceptable waste (see below).
- 3.1.2 Recyclable Material:** Means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential can be feasibly recycled.
- 3.1.3 Bulk(y) Waste:** Those items that are not acceptable as processable waste including furniture, white goods and small appliances.
- 3.1.4 Construction & Demolition (C & D):** Shall refer to discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to: steel, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction and demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site as defined under Section 403.703, Florida Statutes, or applicable regulations promulgated thereunder.
- 3.1.5 Silts:** Shall refer to materials collected as a result of City-operated street sweeping operations and infrastructure operations related to stormwater, utility and/or other activities, excluding unacceptable waste.
- 3.1.6 Soils:** Shall refer to materials generated as a result of excavation or digging operations related to construction, utility and/or cemetery operations or other City activities.
- 3.1.7 Yard Trash:** Shall refer to any waste, substance, object or material deemed yard trash under Section 403.703, Florida Statutes or applicable regulations promulgated thereunder, including vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.
- 3.1.8 Unacceptable Waste:** Shall refer to: (a) Hazardous Waste, (b) lead acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium-containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs) or items of waste that would reasonably be believed to be likely to pose a threat to health or safety or the acceptance and disposal of which are prohibited by state or federal law.

### 3.2 TYPES OF MATERIAL

- 3.2.1 Processable Waste:** The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

- 3.2.2 Unprocessable Waste:** The term “unprocessable waste” shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).
- 3.2.3 Unacceptable Waste:** The term “unacceptable waste” shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs) or items of waste that would be reasonably believed to be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.
- 3.2.4 Recyclable Material:** The term “recyclable material” is material that is separated and recycled at the source of generation that has a resource recovery value such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc.

### **3.3 PERFORMANCE BY THE CONTRACTOR**

- 3.3.1** The Contractor shall collect and dispose of solid waste, bulk waste, construction and demolition debris and recyclable material from various City locations. Collections are to be made from bulk containers or dumpsters (10, 20, 30, or 40 cubic yards in size) by use of roll-off loader trucks.
- 3.3.2** A list indicating location, number, size of containers, etc. can be found in 3.7.1 herein. Locations, sizes of containers and frequency of pickup listings are actual service levels. Actual experience could be different due to the changing nature/volume of solid waste generated. The cost per cubic yard must be the same for every location. but may be placed at other locations within the City of Fort Lauderdale and in Broward County. Locations, sizes of containers and frequency of pickup may vary as service levels could be different due to the changing nature/volume of silts/soils generated. The cost per cubic yard must be the same for every location.
- 3.3.3** During the contract period, the City may make any changes to this list as necessary by notifying the Contractor in writing. Changes may include new service locations, location increases or decreases in number and/or size of containers and the changes to the frequency of pickup. Contract costs shall remain the same regardless of increases or decreases in service.

### **3.4 COMPLAINTS**

The Contractor shall make every possible effort to resolve all complaints within twenty-four hours from the receipt of the complaint by the Contractor. User departments will file complaints with the Contract Coordinator who will pass them on to the Contractor.

**3.5 MISSED COLLECTIONS**

In the event that roll-off containers are missed during a scheduled collection, or if missed during a prearranged event whereas it is determined that the roll-off container must be emptied or removed (example from the roadway), the Contractor shall have two hours after notification to provide service. If the Contractor fails to collect within two hours of scheduled collection or event (except in case of emergencies) or otherwise fails to comply with any of the terms, conditions and specifications of this contract, the City may, with its own forces or others, cause the roll-off to be collected or otherwise perform specified services and charge the cost of performance including overhead to the Contractor by deducting said cost from the monthly invoice.

**3.5 DAMAGE TO PROPERTY**

Collectors shall use extreme care to prevent damage to property of customers and the Contractor shall be responsible for any damage to such property proven to be caused by the negligence of his agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the City.

**3.6 HOURS / DAYS OF OPERATION**

Collections, delivery, and pickup shall be made with a minimum of noise and disturbance between the hours of 7:00 am and 6:00 pm. The Contract Coordinator must approve change to these hours.

**3.6.1** Roll-off service will be provided Monday - Saturday...

**3.6.2** Holidays: roll-off service shall be provided on all holidays excluding Christmas Day.

**3.6.3** Special/Emergency Events: roll-off service shall be provided for special/emergency events, which may involve Holidays, Sundays, and special night hours of 6:00pm-7:00am.

**3.7 CONTAINER LOCATION / SIZE / FREQUENCY OF SERVICE**

**3.7.1** Historical and Current Service Levels and Pulls

FISCAL YEAR 2022										
Location	Service Address	Container Size	MSW		Yard		C&D		Total FY2022	
			# of	Tons	# of	Tons	# of	Tons	# of Pulls	Tons
Mills Pond Park	2201 NW 9th Avenue	20YD	2	3.28	4	4.47	17	16.48	23	24.23
Holiday Park	1150 G. Harold Martin Drive	20YD	50	106.44	0	0	1	17.16	51	123.6
Snyder Park	3299 SW 4th Avenue	30YD	453	1207.82	0	0	0	0	453	1207.82
Fiveash Water Plant	4321 Powerline Road	30YD	0	0	0	0	6	22.32	6	22.32
Fort Lauderdale Executive Airport	6000 NW 21st Avenue	20YD	0	0	1	2.41	1	3.44	2	5.85
Peele Dixie	1500 State Road 7	20YD	5	10.5	0	0	0	0	5	10.5
GT Lohmeyer Water Plant	1765 SE 18th Street	20YD	10	22.68	0	0	4	24.06	14	46.74
Special Events/Requests	Various	Various	7	8.52	0	0	14	78.13	21	86.65

FISCAL YEAR 2022										
Location	Service Address	Container	MSW		C&D		Yard		Total FY2022	
			# of	Tons	# of	Tons	# of	Tons	# of Pulls	Tons
Lauderdale Memorial Park	2001 SW 4th Avenue	30YD	0	0	24	180.93	1	6.8	25	187.73
Sunset Memorial Gardens	3201 NW 19th Street	30YD	0	0	15	94.92	0	0	15	94.92

FISCAL YEAR 2023													
Location	Service Address	Container Size	MSW		Yard		C&D		Bulk		Total FY2023		
			# of	Tons	# of	Tons	# of	Tons	# of	Tons	# of Pulls	Tons	
Mills Pond Park	2201 NW 9th Avenue	20YD	1	0.7	3	4.77	15	24.86	1	2.25	20	32.58	
Holiday Park	1150 G. Harold Martin Drive	20YD	22	41.45	0	0	27	55.34	0	0	49	96.79	
Snyder Park	3299 SW 4th Avenue	30YD	196	538.48	1	2.02	238	613.02	1	2.69	436	1156.21	
Fiveash Water Plant	4321 Powerline Road	30YD	0	0	0	0	5	19.76	0	0	5	19.76	
Fort Lauderdale Executive Airport	6000 NW 21st Avenue	20YD	0	0	3	13.54	1	4.72	0	0	4	18.26	
Peele Dixie	1500 State Road 7	20YD	2	5.8	0	0	1	2.24	0	0	3	8.04	
GT Lohmeyer Water Plant	1765 SE 18th Street	20YD	4	7.45	0	0	4	16.33	0	0	8	23.78	
Special Events/Requests	Various	Various	22	28.51	0	0	16	59.99	0	0	38	88.5	

FISCAL YEAR 2023										
Location	Service Address	Container	MSW		C&D		Yard		Total FY2023	
			# of	Tons	# of	Tons	# of	Tons	# of Pulls	Tons
Lauderdale Memorial Park	2001 SW 4th Avenue	30YD	0	0	15	65.11	1	5.69	16	70.8
Sunset Memorial Gardens	3201 NW 19th Street	30YD	0	0	13	69.49	0	0	13	69.49

3.7.2 On Call service will be on “as needed” basis.

### 3.8 SPILLAGE AND LITTER

The Contractor shall not litter the premises in the process of making collections and shall report any unsanitary conditions of premises, spillage, and litter and/or overflow situations to the Contract Coordinator. During hauling, all collected materials shall be contained, and/or enclosed so that leaking, spilling, or blowing of material is prevented. The Contractor shall promptly clean up any spillage resulting from his operation. Contractor shall report to the Contract Administrator any location that is continuously overflowing with material or not using the provided containers properly so remedial action can be implemented.

### 3.9 COLLECTION AND DISPOSAL OF SOLID WASTE

3.9.1 The Contractor will be responsible for the collection and disposal of solid waste in accordance with his license to perform such services to the City.

3.9.2 If disposal fees for City-approved sites are increased during the contract period (generally October 1st each year) at no fault of the Contractor, Contract Coordinator shall request documentation and approve adjustment to cover the exact amount of the increase.

3.9.3 Types of Material:

3.9.3.1 **Processable Waste:** The term “processable waste” shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.



- 3.9.3.2 Unprocessable Waste:** The term “unprocessable waste” shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).
- 3.9.3.3 Unacceptable Waste:** The term “unacceptable waste” shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs) or items of waste that would be reasonably believed to be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.
- 3.9.3.4 Recyclable Material:** The term “recyclable material” is material that is separated and recycled at the source of generation that has a resource recovery value such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc.
- 3.9.4 Disposal Sites:**
- 3.9.4.1 Garbage:** all garbage collected shall be disposed of at the south Waste-to-Energy facility located at 4400 South State Road 7 in Broward County, Florida.  
A. Current tip fee is \$66.94 per ton.
- 3.9.4.2 Yard Trash:** all yard trash collected under this contract should be delivered to Waste Management at 3250 SW 50<sup>th</sup> Ave, Davie, FL 33314.  
A. Current tip fee is \$37.00 per ton.
- 3.9.4.3 Bulky Waste:** all bulky waste collected under this contract should be delivered to Waste Management at 3250 SW 50<sup>th</sup> Ave, Davie, FL 33314.  
A. Current tip fee is \$49.43 per ton.
- 3.9.4.4 Construction and Demolition (C & D):** all C & D collected under this contract should be delivered to:  
A. Waste Management: 3250 SW 50<sup>th</sup> Ave, Davie, FL 33314, or  
B. Waste Management: 2700 Wiles Rd, Pompano Beach, FL 33073  
C. Current tip fee is \$37.00 per ton.
- 3.9.4.5 Recyclables:** all recyclables under this contract should be delivered to Waste Management at 1750 SW 43<sup>rd</sup> Terrace, Deerfield Beach, FL 33442. Charges will be directed through the City’s account.
- 3.9.4.6** *The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract at its sole discretion.*

**3.10 CHANGES IN SERVICE LEVEL – ORDERING ON-CALL SERVICE**

**3.10.1** The Contract Coordinator makes all requests for changes in regularly scheduled service level under this contract in writing. If a request for a change in service level is made by a City user department other than Contract Coordinator or designee, the Contractor will not act upon that request but instead inform the requesting party that they must process their request through the Contract Coordinator or their designee.

**3.10.2** Requests for On-Call roll-off container service may be made directly by the user departments to the Contractor as approved by the Contract Coordinator. Contractor will be responsible to obtain billing information and invoice the user department for services.

**3.11 TRUCKS AND BULK CONTAINERS**

**3.11.1** All trucks and bulk containers provided by the Contractor to be used in the service of this contract will be maintained in good condition and appearance. The trucks must be equipped with appropriate container lifting devices. The Contractor will be responsible for all operating and maintenance costs associated with providing services under this contract. The Contractor must own equipment used in the service of this contract.

**3.11.2** Trucks and containers must display the company's name and phone number.

**3.11.3** All containers must display a 4–6-inch cubic yard sticker on the front side indicating the size of the container for auditing and billing purposes.

**3.11.4** Containers must be well maintained, freshly painted, and above average in appearance.

**3.11.5** Containers must be maintained in a clean and sanitary condition including odor control.

**3.11.6** Containers must be returned to the original storage location.

**3.12 DELIVERIES AND SERVICE**

**3.12.1** General Delivery: Containers will be delivered and picked up within 24 hours of City request Monday – Saturday (6 days) to sites approved by the city per all-inclusive contract rates. Reoccurring scheduled service is listed in 3.7.1 herein.

**3.12.2** Special Events: (ON-CALL) Sunday-Saturday (7 days)

**3.12.3** Priority and Emergency Service (within 2 hours)

**3.13 SERVICE CHARGE**

**3.13.1** Contractor shall provide an additional service charge for service on Sunday, night service 6:00pm-7:00am and priority or emergency service including hurricane/disaster related activities.

**3.13.2** Priority or Emergency Service is delivery of roll-off service within 2 hours of notification.

**3.13.2.1** (In the event that the Contractor fails to deliver roll-off container within 2 hours Service Charge shall not apply.)

**3.13.3** Service Charge will apply per container per dispatch or mobilization.

**3.13.3.1** Single dispatch example... deliver container

**3.13.3.2** Single dispatch example... empty & return

**3.13.3.3** Single dispatch example... pick-up

**3.13.4** However, based on the City's needs, the Contractor agrees to provide service when requested and the City agrees to pay the Contractor an additional Service Charge above the General Delivery contracted rate.

**3.14 BUSINESS PLAN**

**3.14.1** Bidder should provide the following business plan attachments with the bid submittal.

**3.14.1.1** Equipment Inventory: Submit a listing of your equipment and include, but not limited to; make, body type, size, chassis model, year, condition and whether owned or leased.

**3.14.1.2** Business References: List a minimum of three business references and include; name, type of business, address, owner, and telephone number.

**3.14.1.3** Personnel Qualifications: List your personnel qualifications and include; name of the person who will perform contract services, position, qualifications, and years of experience.

**3.14.1.4** Operational Experience: List your operational experience for both municipality and non-municipality service. Include the municipality or business identity, period of operation, name of an officer of the organization whom the City may contact and telephone number.

**3.14.1.5** Facilities: Describe your facilities and location including maintenance operations. Include the number of personnel assigned for each type of operation, number of personnel assigned 24-hour service, system radio dispatch and any backup equipment if not previously listed.

**3.14.1.6** Additional Information: If you have additional information that will assist the City in evaluating your bid, then submit with your bid as a separate attachment.

*END OF SECTION*

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions 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), Request for Qualifications (RFQ), 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**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," 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 (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement 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 (2023), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), 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 its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

**INVITATION TO BID (ITB)** The solicitation document used for soliciting competitive sealed bids for goods or services.

**INVITATION TO NEGOTIATE (ITN)** All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

**REQUEST FOR PROPOSALS (RFP)** A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

**REQUEST FOR QUALIFICATIONS (RFQ)** A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

**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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

**RESPONSIBLE BIDDER** – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

**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** – Any firm having a contract with the city. Also referred to as a "Vendor".

**CONTRACT** – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

**CONSULTANT** – A firm providing professional services for the city.

**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 cashier's 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artv1\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artv1_div2pr_s2-182direpr)

#### **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:** 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 Contractor's 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 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, 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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
  2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
  5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 **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.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

2. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

3. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

4. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_

5. **Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Year: \_\_\_\_\_



**NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_ MasterCard

\_\_\_\_ Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **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:**

**[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**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.

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its 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) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE



## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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 disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

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

(1) \_\_\_\_\_  
is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

Business Name

(2) \_\_\_\_\_  
is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

Business Name

(3) \_\_\_\_\_  
is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) \_\_\_\_\_  
is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) \_\_\_\_\_  
is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the [City's on-line strategic sourcing platform](#) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

continued...

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Name	Phone	Email
LAURIE PLATKIN	US 954-828-5138	lplatkin@fortlauderdale.gov

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### Q And A

Supplier	Question	Answer
Panzarella Waste & Recycling Services	What are the current rates?	Please see attached.
Panzarella Waste & Recycling Services	Disposal charges: Does the Contractor pay disposal charges, then bill the city, or is the city paying directly?	Contractor pays disposal charges and bills the City as a direct pass through.
Panzarella Waste & Recycling Services	Service charge 3.13.3 - This section states the service charge will apply to all of the listed events. Delivery, empty & return pickup. Please confirm this is correct.	Correct- for emergency services as described
Coastal Waste & Recycling	Should the price submitted by the Contracted include the 25% franchise fee?	A) Should the price submitted by the Contracted include the 25% franchise fee? > Yes
	Who pays the disposal? The Contractor or the City?	B) Who pays the disposal? The Contractor or the City? > Contractor pays disposal charges and bills the City as a direct pass through
	If the Contractor is responsible for the disposal, will it be a passthrough based on the weight or inclusive	C) If the Contractor is responsible for the disposal, will it be a passthrough based on the weight or inclusive. > Contractor pays disposal charges and bills the City as a direct pass through
Coastal Waste & Recycling	Who pays for the disposal? The City or the Contractor	See previous answer
Coastal Waste & Recycling	Hello, we asked for the current rates and the response was see attached. I am not seeing the attachment. Where will we find it in the website?	Please refer to the Q&A tab. The first question asked has a PDF attachment of the current rates.
Coastal Waste & Recycling	Is the disposal to include the City of Fort Lauderdale Franchise Fee?	No

CAN#24-0478  
Exhibit 1  
Page 48 of 49

### Header Comments

continued...

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Title	Comment
Contract Period	Initial three (3) year initial term with two additional one-year renewal options.
Quantities Provided	<b>Quantities provided are estimated annual amounts and may not be indicative of future use.</b>

# Line Responses For Event # 280-0

**Company:** 10

**Event #:** 280-0

**Event Name:** Roll-off Dumpster Services

**Supplier Group:** COFL

**Supplier:** 26

**Supplier Name:** MST Scrap Metal Inc dba MST Dumpsters

**Supplier Contact:** 1

**Supplier Contact Name:** Nanci Landy

## Line Responses

Line #	Item	Description	Vendor Item Description	Line Quantity	Response Quantity	Unit Measure	Unit Price	No Charge	No Bid Reason	Response Exists	Questions Exist	Awarded
* 1	10 YARD ROLL-OFF DUMPSTER PULL	10 YARD ROLL-OFF DUMPSTER PULL		40.0000	40.0000	EA	140.00000000	No	No	Yes	No	No
* 2	20 YARD ROLL-OFF DUMPSTER PULL	20 YARD ROLL-OFF DUMPSTER PULL		75.0000	75.0000	EA	140.00000000	No	No	Yes	No	No
* 3	30 YARD ROLL-OFF DUMPSTER PULL	30 YARD ROLL-OFF DUMPSTER PULL		540.0000	540.0000	EA	140.00000000	No	No	Yes	No	No
* 4	40 YARD ROLL-OFF DUMPSTER PULL	40 YARD ROLL-OFF DUMPSTER PULL		40.0000	40.0000	EA	140.00000000	No	No	Yes	No	No
* 5	SERVICE CHARGE	SERVICE CHARGE		40.0000	40.0000	EA	300.00000000	No	No	Yes	No	No
* 6	DEAD RUN WITH FLAT RATE	DEAD RUN WITH FLAT RATE		40.0000	40.0000	EA	140.00000000	No	No	Yes	No	No
* 7	DISPOSAL FEES	DISPOSAL FEES		115.0000	115.0000	DO	1.0000000000	No	No	Yes	No	No

## CITY OF FORT LAUDERDALE ROLL-OFF DUMPSTER SERVICES ITB EVENT #280

### Business Plan (Section 3.14)

#### 3.14.1 Equipment Inventory:

(2) Kenworth 2022	T880	Roll-off	Very Good Condition (own)
(3) Kenworth 2023	T880	Roll-off	Very Good (own 2, lease 1)
(1) International 2023	HX620	Roll-off	Very Good (own)
(1) Kenworth 2024	T880	Roll-off	Excellent (lease)
(1) International 2024	HX620	Roll-off	Excellent (lease)

Dumpsters: 200+ Dumpsters 10, 20, 30 and 40s varying from good to excellent condition (will purchase more if needed)

#### 3.14.2 Business References:

Seacoast Bank; Bank; 12 SE 7<sup>th</sup> Street, Suite 100, Fort Lauderdale, FL 33301;  
Banker Marcy Kabolowsky; 954-984-0965; Marcy.Goldiner-Kabolowsky@seacoastbank.com

Image360; Signs and Marketing; 7362 W Commercial Blvd., Lauderhill, FL 33319;  
Owner Sue Meister; 954-748-6990; [smeister@image360laudhill.com](mailto:smeister@image360laudhill.com)

Fort Lauderdale Scrap; Scrap yard; 745 NW 7<sup>th</sup> Ave, Fort Lauderdale, FL 33311;  
Owner Amir Sattar; 954-762-9100; [amir@abiei.com](mailto:amir@abiei.com)

#### 3.14.3 Personnel Qualifications:

Nanci Landy is the President. Ms. Landy is a Florida Bar-licensed attorney in the State of Florida and has owned multiple companies since 1995. Ms. Landy is also the secretary, treasurer and registered agent. Fort Lauderdale Resident.

Scott Tobin is the Vice President and Director of Operations. He has had a Commercial Drivers License (CDL) in the State of Florida for over 20 years. He has worked in the waste industry for over 20 years both driving a truck and in management. Fort Lauderdale Resident.



Chelsey Romeo is the office manager. She supervises the office staff and the administrative functions of the office. Fort Lauderdale Resident.

Ashley Larrando is an administrative assistant. She works in the office. Fort Lauderdale Resident.

Sarah McBride is an administrative assistant. She works in the office.

Elbert Malcolm is the lead driver. He has had his CDL since 1984. He drives one of the trucks, supervises the other drivers in the field, and trains drivers. Elbert has previously driven roll of trucks for Waste Management, SWS and Republic Services.

Norman Anderson is a driver. He has had his CDL since 1993.

Joenathan Jones is a driver. He has had his CDL since 1990. Fort Lauderdale Resident.

Kevin Bodford is a driver. He has had his CDL since 2000. Fort Lauderdale Resident.

Kendrick Brown is a driver. He has had his CDL since 2016.

Willie Hunt is a driver. He has had his CDL since 2006.

Najiar Thompson is a driver. He has had his CDL since 2019.

#### 3.14.4 Operational Experience

MST Dumpsters has experience working with both cities and counties. We previously had the contract with Broward County to provide dumpsters for the Department of Traffic and Engineering. Pursuant to that contract, we also provided dumpsters at the Fort Lauderdale Hollywood International Airport and some Broward County Parks. The City of Hollywood also "piggy-backed" on the contract. The Contract was initially awarded as an interim contract beginning on January 23, 2014. The official contract was awarded as of April 1, 2014 through March 31, 2015. The contract was renewed for two additional one-year terms. The contact person was Larry Jennings. 954-847-2600.

MST Dumpsters also was awarded a contract with the City of Fort Lauderdale effective February 20, 2015 to provide dumpsters for the collection of scrap metal. The contact person was Melissa Doyle. 954-828-6111.

MST was awarded the Silts and Sediment Contract for the City of Fort Lauderdale. The contract was effective October 9, 2018 and ended on October 8, 2022, after the City exercised its one year option to extend. Pursuant to this contract, MST also provided dumpsters on an emergency basis for the Red Tide issue in 2018. This contract was awarded to MST again in 2023. The contact person is Melissa Doyle. 954-828-6111.

MST was awarded the Roll-Off Dumpster Services contract in June 2019. Pursuant to that contract, MST has been providing roll-off services at parks, cemeteries and other City locations that need dumpster services, along with numerous special projects. That contract was renewed for two additional one year terms, expiring June 2024.

### 3.14.5 Facilities

MST Dumpsters' main office is at 3310 SE 6<sup>th</sup> Ave, Fort Lauderdale, FL 33316. Our administrative functions are performed there. We also have storage space for our trucks and dumpsters. In the office, we have four people who answer the phones, place the orders, handle the invoicing and perform the other administrative duties.

If 24-hour service is needed, Nanci Landy (owner) is available. Nanci Landy's cell phone number is on the office voice mail for after-hours calls and will also be provided to the City. On the weekends, the office phone is forwarded to the cell phone of Nanci. Nanci can log into the office system and dispatch orders when she is not in the office.

Scott Tobin, the Vice President, is the backup emergency driver if no other drivers are available. One truck is used as a backup truck when necessary. It is not assigned a permanent driver and is used if one of the other trucks is getting serviced.

MST has an independent contractor who handles the day-to-day maintenance of the trucks. More serious problems are handled by South Florida Kenworth across the street from the office (for the Kenworths) and Rechten International Trucks of South Florida (for the Internationals). Central Tire has 24-hour tire service when our trucks have tire issues. IES Sales and Service and GT Supplies repair any damaged dumpsters.

MST has additional storage yards in West Palm Beach, Pompano and Hollywood. Those yards are for storage of dumpsters only.

### 3.14.6 Additional Information

MST is a Certified Woman-Owned Business (Nanci Landy is the 100% owner). MST is also a Small Business Enterprise as that is described in the bid documents. Ms. Landy is President of the National Association of Women Business Owners and has been on the board of directors of the National Association of Women in Construction. MST is a member of the Greater Fort Lauderdale Chamber of Commerce and the Pompano Beach/Margate/Lighthouse Point Chamber of Commerce.

# Redefining Our Schools

≡ MENU



Home » BCPS Departments » Economic Development & Diversity Compliance (EDDC) »  
S/M/WBE Certified Suppliers Directory

## CERTIFIED SUPPLIER DIRECTORY

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Welcome to Broward County Public Schools (BCPS) Certified Suppliers Directory.

To search the list of currently certified Small/Minority/Women Business Enterprises (E/S/M/WBEs), please select a search method below:

### General Search:

Leave all fields blank and select **Submit** to display the complete list, or download [here](#).

### Filtered Search:

Enter the search criteria below and select **Submit**.

**To reset your search, select the 'Return to Search' button.**

## Certified Suppliers Directory

---

**Return to Search**

**SUPPLIER NAME:** MST Scrap Metal Inc  
**TRADE CATEGORY:** Other Contractual Services  
**BUSINESS SPECIALTY:** Rent dumpsters for construction projects  
**ETHNICITY:** White Female  
**CERTIFICATION TYPE:** SWBE  
**EXPIRATION DATE:** 11/4/2025  
**PHONE:** 954-368-3841  
**EMAIL:** mstrecycling@gmail.com

## Need Additional Assistance?



For help with the Supplier Search, [Contact the EDDC Certification Team](#)

To host or plan a Supplier Outreach Event, [Contact the EDDC Outreach Team](#)

*Note: All events will be hosted virtually until further notice.*

### **Certified Supplier Directory Disclaimer:**

The certified supplier directory is a resource for identifying small businesses that are currently certified by BCPS. This list is used by District offices and schools for procurement purposes and can be used by prospective bidders/proposers when responding to BCPS solicitations containing E/S/M/WBE Programmatic Affirmative Procurement Initiatives (APIs). The database is updated weekly. In addition, no recommendations or guarantees are made regarding the capabilities and qualifications of the E/S/M/WBE businesses listed. The District does not accept any liability for any loss or damage caused by any of the companies.

## CONTACT INFORMATION

### **Economic Development & Diversity Compliance**

7720 W Oakland Park Blvd.

Sunrise, Florida 33351

Phone: 754-321-0768

**Denise Mincey-Mills**

Officer

## EDDC QUICK LINKS

**BCPS Bid Opportunities (DemandStar)**

**BCPS Current Contracts**

**S/M/WBE Certification Portal (eProcure)**

**Certified Suppliers Directory**

**SDOP Management System (SMS)**

**SMART Program**

**Policy 3330 - Supplier Diversity Outreach Program**

## NEED ASSISTANCE

**EDDC Department**



**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**Business Name:** MST DUMPSTERS

**Receipt #:** 240-252596  
**Business Type:** PERMANENT JUNK YARD (SCRAP METAL JUNKYARD)

**Owner Name:** MST SCRAP METAL INC  
**Business Location:** 3310 SE 6 AVE  
FT LAUDERDALE  
**Business Phone:** 954-368-3841

**Business Opened:** 12/01/2012  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Rooms                      Seats                      Employees                      Machines                      Professionals**

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00  
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

MST SCRAP METAL INC  
3310 SE 6 AVE  
FORT LAUDERDALE, FL 33316

**Receipt #** WWW-22-00260930  
**Paid** 07/28/2023 150.00

**2023 - 2024**

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

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**State/County/Cert/Reg:**  
**Exemption Code:**

**Rooms                      Seats                      Employees                      Machines                      Professionals**

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #** WWW-22-00260930  
**Paid** 07/28/2023 150.00



**CITY OF FORT LAUDERDALE**  
**BUSINESS TAX YEAR 2023-24**



Business Tax Division

700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

**Business ID:** BL-1600750

**Business Name:** MST DUMPSTERS

**Business Address:** 3310 SE 6 AVE

NANCI LANDY  
MST DUMPSTERS  
MST SCRAP METAL INC  
3310 SE 6 AVE  
FORT LAUDERDALE FL 33316

**TAX CATEGORIES**

419402 RENTAL SVC-NOT IN CONNECTION W/MRCH

**Contact:** LANDY,NANCI  
**Business Email:** Info@Mstdumpsters.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email [businessstax@fortlauderdale.gov](mailto:businessstax@fortlauderdale.gov) and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to [businessstax@fortlauderdale.gov](mailto:businessstax@fortlauderdale.gov) and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

700 NW 19TH AVE.  
Fort Lauderdale, FL 33311  
TEL 954 828 5195  
WWW.FORTLAUDERDALE.GOV

# City of Fort Lauderdale



***PUBLIC WORKS DEPARTMENT ♦ SUSTAINABILITY DIVISION***

## ***License for Essential Municipal Services***

*This is to certify that the private refuse collector named below, having met all the requirements prescribed by the City of Fort Lauderdale Code of Ordinances, Chapter 24, Article III – Private Collection Services; and having executed a contract with the City of Fort Lauderdale attesting to same, is hereby granted a License for Essential Municipal Services.*

*This certificate duly licenses the private refuse collector to operate within the corporate limits of Fort Lauderdale from the date of issuance for three calendar years, providing all pertinent City Ordinances, rules and regulations are adhered to, as well as other commitments, as stipulated by contractual agreement.*

*MST Scrap Metal Inc. dba MST Dumpsters  
3310 SE 6<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33316*

032016

License #

2/24/2022

Issue Date

2/23/2025

Expiration Date

  
Melissa Doyle, Program Manager



**REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** MST Scrap Metal Inc  
**Address:** 3310 SE 6th Ave  
**Contact Name:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Contract Value:** \_\_\_\_\_ **Year:** \_\_\_\_\_
  
2. **Company Name:** DC Construction/Penhall Company  
**Address:** 2924 NW 28th St Lauderdale Lakes FL 33311  
**Contact Name:** Dan Curnow  
**Phone #:** 603-305-9473  
**Email Address:** dcurnow@penhall.com  
**Contract Value:** \$10,000 **Year:** 2023
  
3. **Company Name:** Fort Lauderdale Scrap  
**Address:** 745 NW 7th Ave Fort Lauderdale FL 33311  
**Contact Name:** Amir  
**Phone #:** 240-505-4752  
**Email Address:** amir@abiei.com  
**Contract Value:** varies **Year:** ongoing
  
4. **Company Name:** Turner Construction  
**Address:** 1280 SW 141 St Ave Miami FL 33184  
**Contact Name:** David Herrero  
**Phone #:** 786-459-2192  
**Email Address:** derrero@tcco.com  
**Contract Value:** \$25,000 **Year:** 2023
  
5. **Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Contract Value:** \_\_\_\_\_ **Year:** \_\_\_\_\_



**NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
	_____
	_____

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

  
 \_\_\_\_\_  
 Authorized Signature  
**Nanci Landy**  
 \_\_\_\_\_  
 Name (Printed)

**President**  
 \_\_\_\_\_  
 Title  
**4/26/24**  
 \_\_\_\_\_  
 Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
\_\_\_\_\_  
Authorized Signature

**Nanci Landy Pres**  
\_\_\_\_\_  
Print Name and Title

**4/26/24**  
\_\_\_\_\_  
Date

Date



### CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

**MST Scrap Metal Inc**

Company Name

**Nanci Landy**

Name (Printed)

**President**

Title

A handwritten signature in blue ink, appearing to read 'Nanci Landy', written over a horizontal line.

Signature

**4/26/24**

Date



## **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:**

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**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.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its 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) MST Scrap Metal Inc. is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: MST Scrap Metal Inc

AUTHORIZED COMPANY PERSON: Nanci Landy



4/26/24

PRINT NAME

SIGNATURE

DATE



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration **and/or**

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 disadvantaged business preference.

**THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>**

### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

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

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

MST Scrap Metal Inc.  
Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10 non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: MST Scrap Metal Inc

AUTHORIZED COMPANY PERSON: Nanci Landy 4/26/24  
PRINT NAME SIGNATURE DATE



E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: ITB Event #280

Project Description: Roll-Off Dumpster Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: MST Scrap Metal Inc

Authorized Company Person's Signature: 

Authorized Company Person's Title: President

Date: 4/26/24

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: NanciLandy Title: President Entity: MST Scrap Metal Inc


Signature: [Handwritten Signature] Date: 4/26/24

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 26 day of April, 2024, by NanciLandy, as President for MST Scrap Metal Inc, who is personally known to me or who has produced FIDC as identification.

Notary Public Signature: [Handwritten Signature]  
Print Name: Ingrid Salazar

(Notary Seal)   
My commission expires 2/26/26

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you 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/>).

Company: (Legal Registration) MST Scrap Metal Inc EIN (Optional): 455570705

Address: 3310 SE 6th Ave

City: Fort Lauderdale State: FL Zip: 33316

Telephone No.: 9543683841 FAX No.: none Email: info@mstdumpsters.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): na

Total Bid Discount (section 1.05 of General Conditions): na

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>na</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

na

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

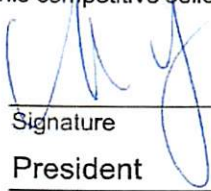
Submitted by:

Nanci Landy

Name (printed)

4/26/24

Date



Signature

President

Title

12



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 6/6/24

DOCUMENT TITLE: Agreement - Roll-Off Dumpster Services (ITB 280; MST Dumpsters)

COMM. MTG. DATE: 6/4/24 CAM #: 24-0478 ITEM #: CP-6 CAM attached: [X] YES [ ] NO

Routing Origin: FIN-Proc Router Name/Ext: M. Eaton, 5141 Action Summary attached: [X] YES [ ] NO

CIP FUNDED: [ ] YES [X] NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? [X] YES [ ] NO # of originals attached: 1

Is attached Granicus document Final? [X] YES [ ] NO Approved as to Form: [ ] YES [ ] NO

Date to CCO: 6/17/24 Attorney's Name: Rhonda Montoya Hasan Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 06/18/24

4) City Manager's Office: CMO LOG #: Jun 35 Document received from: CCO 6/18/24

Assigned to: GREG CHAVARRIA [ ] ANTHONY FAJARDO [ ] SUSAN GRANT [ ] GREG CHAVARRIA as CRA Executive Director [ ]

[ ] APPROVED FOR G. CHAVARRIA'S SIGNATURE [ ] N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

[ ] PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward [X] originals to [ ] Mayor [X] CCO Date: 6/19/24

5) Mayor/CRA Chairman: Please sign as indicated.

Forward [X] originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ [ ] YES [ ] NO

Original Route form to CAO JM#24-0356

