

**AGREEMENT FOR  
SALE OF PETERSEN LIGHTNING GRAPPLE LOADERS**

THIS AGREEMENT for Sale of Petersen Lightning Grapple Loaders (“Agreement”), made this 10th day of January, 2023, is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Eastern Waste Systems, Inc, a Florida corporation whose address is 1660 NW 19<sup>th</sup> Ave., Pompano Beach, Florida, (collectively, “Parties”).

**WITNESSETH:**

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City agrees to sell to the Contractor twenty-one Petersen Lightning Grapple Loaders, and the City and the Contractor further covenant and agree as follows:

**I. DOCUMENTS**

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

(1) Request for Proposals No. 12717-835 - Residential Curbside Collection Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale (“RFP” or “Exhibit A”), except that, of the Technical Specifications/Scope of Services contained in Section III of the RFP, only Section 3.30 of the RFP is incorporated herein.

(2) Page 26 of the Contractor’s response to the RFP, dated September 7, 2022, (“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 January 10, 2023, and any attachments;
- B. Second, Exhibit A;
- C. Third, Exhibit B.

**II. SCOPE**

The Contractor agrees to purchase from the City twenty-one Petersen Lightning Grapple Loaders as set forth in the Contract Documents.

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.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the conditions under which the purchase of twenty-one Petersen Lightning Grapple Loaders is to be accomplished.

### **III. COMPENSATION**

The City agrees to sell to the Contractor twenty-one Petersen Lightning Grapple Loaders in exchange for payment to the City of the amount of \$1,875,000 (one million eight hundred seventy-five thousand U.S. dollars) in accordance with Subsection 3.30.2 of the RFP.

IV. [Reserved.]

### **V. 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.

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

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the

aggrieved party 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.

D. [Reserved.]

E. [Reserved.]

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 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.

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.

The following insurance policies and coverages are required:

**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 the Contractor does not own vehicles, the 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.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the delivery of the Petersen Lightning Grapple Loaders that are the subject of 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 or any surviving obligation of the Contractor following expiration or early termination of the Agreement 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.
- g. [Reserved.]
- h. The title of the Agreement, Bid/Proposal/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  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

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.

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 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.

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.

All required insurance policies must be maintained until the delivery of the Petersen Lightning Grapple Loaders that are the subject of this Agreement 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. 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. 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.

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

Contractor represents that it is qualified to receive the Petersen Lightning Grapple Loaders and that Contractor's personnel possess current, valid state and/or local licenses to operate the Petersen Lightning Grapple Loaders.

**I. Rights in Documents**

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.

**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 (2022), 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 (2022), as may be amended or revised, as may be amended from time to time, 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 a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), 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. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Non-Waiver**

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. 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 written consent.

**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.

**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 (2022), 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 formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, 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. Scrutinized Companies**

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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. ~~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 (2022), 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 (2022), 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 (2022), as may be amended or revised.~~

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall comply with public records laws and Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2022), 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 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 this 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 this 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.

**CC. 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, (2022), 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.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), 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 Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), 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. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), 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 VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this VI. DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

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

ATTEST:



City of Fort Lauderdale

By: [Signature]  
David R. Soloman, City Clerk

By: [Signature]  
Greg Chavarria, City Manager

Approved as to form:

By: [Signature]  
Assistant City Attorney

WITNESSES:

Eastern Waste Systems, Inc.

[Signature]  
Signature  
Michelle Marzano  
Print Name

By: [Signature]  
Angelo Marzano, President


[Signature]  
Signature  
DAMON STINSON  
Print Name

ATTEST:  
[Signature]  
Domnick Marzano, Secretary

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

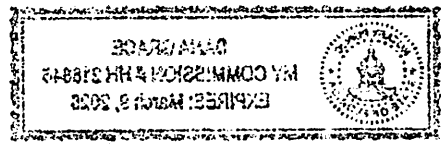
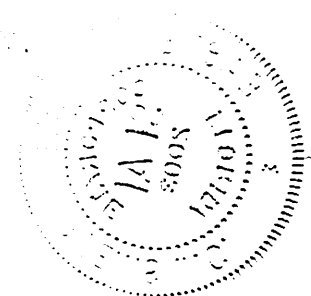
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of January, 2023, Angelo Marzano as President for Eastern Waste Systems, Inc., a Florida corporation.

(SEAL)  [Signature]  
Signature of Notary Public)  
Notary Public, State of Florida  
Dana Grace  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

*[Faint, illegible handwritten text]*

*[Faint, illegible handwritten text]*



**Solicitation 12717-835**

**Residential Curbside Collection Services**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12717-835 Residential Curbside Collection Services

**Bid Number** 12717-835  
**Bid Title** Residential Curbside Collection Services

**Bid Start Date** Aug 15, 2022 2:20:51 PM EDT  
**Bid End Date** Sep 8, 2022 2:00:00 PM EDT  
**Question & Answer End Date** Aug 30, 2022 5:00:00 PM EDT

**Bid Contact** Laurie Platkin, NIGP-CPP, CPPB  
 Senior Procurement Specialist  
 Finance - Procurement Division  
 954-828-5138  
 lplatkin@fortlauderdale.gov

**Contract Duration** 15 years  
**Contract Renewal** See Specifications  
**Prices Good for** 120 days  
**Pre-Bid Conference** Aug 29, 2022 9:00:00 AM EDT  
**Attendance is optional**  
**Location: PRE-BID CONFERENCE for 12717-835 - Residential Curbside Collection Services will be located at:**  
  
**Tower 101 Building**  
**101 NE 3rd Avenue, Suite 1400**  
**Sustainability Lab**  
**Fort Lauderdale, FL 33301**

**Bid Comments** The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide curbside collection services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to [www.BidSync.com](http://www.BidSync.com).  
 Added on Aug 31, 2022:  
**ADDENDUM 1**

This addendum is being issued to make the following change(s):

1) In response to question 48: change in Section 2.37.

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

**REVISED:**

**2.37 Service Test Period – N/A**

**2) In response to question 74: change in Section 2.29**

**WAS:**

**2.29 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.**

**REVISED:**

**2.29 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.**

**Except in the case of Contractor's negligence or misconduct, Contractor shall not be liable for any damages to pavement, curbing or other driving surface resulting from the weight of its trucks and equipment.**

**3) In response to questions 122 and 129: Multi-Family Account List Provided**

**4) In response to questions 123: Commercial Account List Provided**

**All other terms, conditions, and specifications remain unchanged**

**Added on Aug 31, 2022:**

**ADDENDUM 2**

**Report of error message with Excel File. No information has changed. New Excel Pricing Sheets\_R2 swapped out with R1.**

**All other terms, conditions, and specifications remain unchanged**

**Item Response Form**

**Item**                                **12717-835-01-01 - Residential Curbside Collection Services: for the City of Fort Lauderdale**

**Lot Description**                **Municipal Solid Waste, Yard Waste, Recycling, and Bulk Collection Services**

**Quantity**                            **1 contract**

Prices are not requested for this item.

**Delivery Location**            **City of Fort Lauderdale**  
    See RFP Specifications  
    See RFP Specifications  
    Fort Lauderdale FL 33301  
    **Qty 1**

**Description**

15 Years Total: Seven (7) year initial term with two (2) additional four (4) year term extensions.

The City reserves the right to execute or not execute, as applicable, a contract for the residential collections of municipal waste, yard waste, recycling and bulk services with the Proposer(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 Proposer, at the sole and absolute discretion of the City.

City of Fort Lauderdale  
Residential Curbside Collection Services  
RFP # 12717-835

**SECTION I – INTRODUCTION AND INFORMATION****1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced, and licensed firm(s) to provide curbside collection services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**1.2 Point of Contact**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at LPlatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

**1.3 Pre-proposal Conference and Site Visit**

There will be a pre-proposal conference scheduled for this Request for Proposal. While not mandatory, it is strongly suggested that all Contractors attend the pre-proposal conference.

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting.

It will be the sole responsibility of the Contractor to inspect the City's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**1.4 BidSync**

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor

Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Proposer to ensure that their bid/proposal is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).

#### **1.5 Electronic Bid Openings/Proposal Closings**

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 [BIDSYNC.COM](http://BIDSYNC.COM) at the date and time indicated on the solicitation. All openings will be held on the [BIDSYNC.COM](http://BIDSYNC.COM) 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 [Bidsync.com](http://Bidsync.com) before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*



## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync 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 BidSync 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 BidSync as a separate addendum to the RFP. 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

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

### 2.4 Proposer's Costs

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

### 2.5 Pricing/Delivery

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

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

### 2.6 Price Validity

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

### 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.

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

All costs including travel are to be included in your bid/proposal. 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 consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant 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 consultant from liability and obligations under the Contract.

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

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal 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 respondent an advantage or benefit not enjoyed by other respondents, 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 a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer 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 Proposer.

## **2.12 Modification of Services**

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

**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 RFP, the Successful Proposer 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 Proposer 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 Proposer thirty (30) days written notice.

**2.12.4** If the Successful Proposer 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 Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

### **2.13 Non-Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services 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:

<https://www.fortlauderdale.gov/home/showdocument?id=1212> .

### **2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all 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**

Proposers shall be in the business of commercial and residential solid waste and recycling collections and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least three entities similar in size and complexity to the City of Fort Lauderdale and the managerial and financial ability to successfully perform the work. Should proposer have provided service in the past 5-years for the City of Fort Lauderdale or be a current service provider, proposer must indicate what work was performed, contract number if available and contract/project value of the work performed.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.17.1** Proposer or principals shall have relevant experience in commercial and residential solid waste and recycling collection activities. Local manager assigned to supervise the work must have a minimum of 5-years of experience in solid waste and recycling collection operations and have served as the manager for collection activities for operations of a similar size and complexity to the City of Fort Lauderdale.
- 2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.17.3** 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.
- 2.17.4** 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.

## **2.18 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 & 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 on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference- N/A**

## **2.20 Disadvantaged Business Enterprise Preference- N/A**

## **2.21 Protest Procedure**

- 2.21.1** Any Proposer 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: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.
- 2.21.2** The complete protest 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\\_S2-182.1PRSO](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO).

## **2.22 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer'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/proposal 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 Proposal Security

**2.24.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid/proposal bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Performance and Payment Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

**2.24.2** BidSync allows Proposers to submit bid/proposal bonds electronically directly through their system using **Surety 2000**. For more information on this feature and to access it, contact BidSync customer care department.

**2.24.3** The Proposer may choose to mail their original executed bid/proposal bond or upload the bid/proposal bond on BidSync to accompany their electronic proposal and then deliver the original, signed and sealed bid/proposal bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid/proposal security in the form of a cashier's check must be an original document and must be submitted at time of the bid/proposal due date. If choosing the cashier's check method, plan in advance to send via United States Postal Service or air freight carrier to ensure cashier's check arrives on or before bid opening/proposal closing deadline.

- A. Deliver via United States Postal Service or air freight carrier to City of Fort Lauderdale City Hall, Procurement Services Division, 100 N. Andrews Avenue, 6<sup>th</sup> Floor, Suite 619, Fort Lauderdale, FL 33301.
- B. Include company name, solicitation number and title clearly indicated outside of the envelope.

**2.24.4** Failure of the successful Proposer to execute a contract, provide a Performance Bond/Payment Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

## **2.25 Performance and Payment Bond**

**2.25.1** The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Performance and Payment Bond, in the amount of the proposed price 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 and Payment Bond. The Performance/Payment Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

**2.25.2** The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

**2.25.3** Acknowledgement and agreement is given by both parties that the amount herein set for the Performance and Payment 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.

## **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:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 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 municipal corporation, 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 the 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 the Contractor does not own vehicles, the 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. 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.

The Contractor waives, and the Contractor shall ensure that the 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.

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.

**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.

**Disposal Coverage**

Should the Contractor designate the disposal site during the term of this contract, Contractor shall furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability

Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

**2.26.4 Insurance Certificate Requirements**

- a. The 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. 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 or any surviving obligation of the Contractor following expiration or early termination of the Agreement 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/Proposal/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  
Procurement Services Division  
100 N. Andrews Avenue, Suite 619  
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 Award of Contract**

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 Proposer(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 Proposer, at the sole and absolute discretion of the City.

## **2.28 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

## **2.29 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.

## **2.30 Safety – N/A**

## **2.31 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:

- 2.31.1** 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;
- 2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.31.3** 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
- 2.31.4** 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.

### **2.32 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.

### **2.33 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.

### **2.34 Manufacturer/Brand/Model Specific Request – N/A**

### **2.35 Contract Period**

The initial contract term shall commence upon date of award by the City or July 31, 2023, whichever is later, and shall expire seven (7) years from that date. The City reserves the right to extend the contract for two (2) additional four (4) 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.

### **2.36 Firm and Fixed Price with Price Redetermination**

Prices proposed shall be firm and fixed for the initial contract term of seven (7) years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this RFP.

A price redetermination for each renewal period will be negotiated. If the City is interested in

exercising its renewal option(s), it may enter into negotiations with the successful proposer. Upon successfully negotiating prices for the renewal term, prices shall be fixed and firm for the four (4) year period. It is anticipated this will occur twice during the life of the contract. However, there are no representations or guarantees by the City that it will exercise any of the two options to renew. The City will provide reasonable notice of its interest to renew the contract with adequate time to negotiate prices for the renewal term. The City shall be the sole judge on determining on whether prices during the renewal period(s) are fair and reasonable and exercising renewal option(s).

In re-negotiation fixed and firm prices for each renewal term of four years, the City reserves the right to require the successful proposer to provide analysis reports and back-up supporting documentations explaining the successful proposer proposed rate for the renewal term. The City may use other critical data, information, and indices (i.e. All Urban Consumers Price Index (CPI-U), Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor) to determine industry trends and practices.

Successful negotiations shall result in amending the Agreement to reflect increases and/or decreases to prices. Re-negotiated prices shall become effective on the beginning date of the contract renewal term.

Collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1<sup>st</sup> each year beginning October 2024.

**2.37 Service Test Period**

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

**2.38 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.

**2.39 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 contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing within ten (10) business days of his receipt to the City Contract Coordinator if he/she 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.

#### **2.40 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 terminate the contract for cause. See Section 5.09 General Conditions.

#### **2.41 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all 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.

#### **2.42 Condition of Trade-In Equipment - N/A**

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

#### **2.44 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 Proposer's response to this RFP.

#### **2.45 Service Organization Controls- N/A**

#### **2.46 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.

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

*END OF SECTION*

### SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

#### 3.1 General Information/Intent

- 3.1.1** The City of Fort Lauderdale is seeking a qualified Contractor to perform curbside collection service as contained herein:
- |                                     |        |
|-------------------------------------|--------|
| A. Residential Collection Accounts: | 38,369 |
| B. Commercial Collection Accounts:  | 478    |
- 3.1.2** The City provides for:
- A. Twice weekly collections of curbside municipal solid waste (MSW) using automated carts in 65-gallon and 90- and 95-gallon capacities
  - B. Once weekly collections of curbside yard waste (YW) using automated carts in 90- and 95-gallon capacities
  - C. Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 65-gallon capacities
  - D. Once monthly collections of bulky waste and white goods collections (BULK) limited at 10 cy per customer (unit), per month
- 3.1.3** Collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 2024 and each year beginning October 1<sup>st</sup>.

#### 3.2 Permits, Taxes, Licenses and Franchise Fees

- 3.2.1** The successful proposer shall at their 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.
- 3.2.2** Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale. To be considered for award of this contract the Contractor must hold a current license for essential municipal services issued by the City or have applied for such with their completed application accepted by the City; prior to bid opening. Failure to provide evidence of such may deem the Contractor unresponsive. Link to Essential Municipal Services application:  
<http://qyr.fortlauderdale.gov/home/showdocument?id=14317>
- 3.2.3** The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.
- 3.2.4** Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.
- 3.2.5** 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 billed to the City. Franchise fees apply to MSW, YW and BULK services. Franchise fees do not apply to RCY services.

Example:

<i>MSW Collection per month:</i>	$\$7.00 \text{ per unit} \times 20,000 \text{ units} =$	<b>\$ 140,000</b>
<i>Franchise Fee Due to City:</i>	$\$140,000 \times 0.25 =$	<b>\$ 35,000</b>
<i>Total Invoice to City:</i>		<b>\$ 140,000</b>

**3.2.6** The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Coordinator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance with such change. See below for examples:

<b><u>INCREASE from 25% to 28%</u></b>		
<i>Residential Trash Collection Bid/Award Price as Calculated Above with 28% Franchise Fee:</i>		
<i>MSW Collection per month:</i>	$\$7.00 \text{ per unit} \times 20,000 \text{ units} =$	<b>\$ 140,000</b>
<i>Franchise Fee Due to City:</i>	$\$140,000 \times .28 =$	<b>\$ 39,200</b>
<i>Total Invoice:</i>	$\$140,000 + \$4,200 =$	<b>\$ 144,200</b>
<i>MSW Billed per Unit per Month:</i>	$\$144,200 / 20,000 \text{ units} =$	<b>\$ 7.21</b>

<b><u>DECREASE from 25% to 20%</u></b>		
<i>Residential Trash Collection Bid/Award Price as Calculated Above with 20% Franchise Fee:</i>		
<i>MSW Collection per month:</i>	$\$7.00 \text{ per unit} \times 20,000 \text{ units} =$	<b>\$ 140,000</b>
<i>Franchise Fee Due to City:</i>	$\$140,000 \times .20 =$	<b>\$ 28,000</b>
<i>Total Invoice:</i>	$\$140,000 - \$7,000 =$	<b>\$ 133,000</b>
<i>MSW Billed per Unit per Month:</i>	$\$133,000 / 20,000 \text{ units} =$	<b>\$ 6.65</b>

**3.2.7** A City of Fort Lauderdale Business Tax Receipt is required prior to contract award if Contractor's place of business or office is located within the City limits.

**3.2.8** Copies of all required licenses or registrations should be included with Bidder's proposal or upon request of the City, and on an annual basis thereafter.

**3.3 Service Areas**

The City currently provides the following collections to residential properties of three (3) units or less:

- Garbage (MSW) cart collections two (2) times per week
- Yard waste (YW) cart collections one (1) time per week
- Recycling (Single-stream) cart collections one (1) time per week
- Curbside Electronics collections (On call)
- Bulk and White Good collections one (1) time per month, limited at 10 cubic yards per month

The City does have a small number of residential properties greater than three (3) units that are serviced underneath this contract. These locations are considered "grandfathered" and are listed under Multi-Family Accounts in Section 3.4.

Please refer to collection maps (**Exhibit "A"**). This solicitation includes all three (3) collection services (MSW, YW and RCY) and the City's Bulk Collection Routes.

**3.4 Carts**

**3.4.1** The City has issued each residential unit the following (automated) wheeled carts for residential collection services:

- A. One (1) Black 65-gallon cart for MSW
- B. One (1) Green 95-gallon cart for YW
- C. One (1) Blue 65-gallon cart for single-stream RCY

**3.4.2** A limited number of residential customers may have more than one (1) cart for MSW, YW and/or RCY. The City charges an additional fee to residents wishing to add additional carts for MSW but does not charge an additional fee currently for additional YW or RCY carts, in an effort to encourage disposal diversion.

**3.4.3** Small commercial accounts are issued the following (automated) wheeled carts serviced under this contract:

- A. Grey 95-gallon cart for MSW
- B. Blue 65-gallon cart for single-stream RCY
- C. Some may have 95-gallon carts for YW

**3.4.4** Small commercial accounts may have multiple carts including 95-gallon blue recycling carts.

~~**3.4.5** The City currently does not track the number of yard waste or recycling carts by location for residential, multi-family or small commercial accounts.~~

**3.4.6** Current MSW Cart Counts as of June 24, 2022 are listed below:

Commercial	589
Duplex	2846
Multi-Family	519
Single-Family	36349
Triplex	1010
<b>Total Carts</b>	<b>41313</b>

**3.4.7** Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress/egress including but not limited to driveways, alleyways, sidewalks, and bicycle lanes. Carts shall be placed upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be always handled with care.

**3.4.8** At no time shall a City cart be used for open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.

**3.4.9** It will be the Contractor's responsibility to procure new carts with the City providing final approvals including, but not limited to, cart specifications, design, branding, and in-mold labelling. See link for the City's current cart specifications:  
<https://www.fortlauderdale.gov/home/showdocument?id=59083&t=637557216533228593>

**3.4.10** Contractor shall include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:

- A. Manufacturer
- B. Construction material, including post-consumer recycled content
- C. Molding technology
- D. Standards of design (American National Standards Institute- ANSI)
- E. UV Stabilization certificate
- F. Load rating
- G. Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- H. Interior and exterior finish surfaces
- I. Color
- J. Volumetric capacity
- K. Identification and marking
- L. Manufacturer's warranty (City prefers 10 years)

**3.4.11** City will provide Contractor with electronic, print-ready graphics for cart hot stamps and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor as outlined in below Cart Type chart. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The City retains rights to all inventory distributed and in use at the curb, along with any remaining inventory, of both carts and associated cart parts procured for use under this contract. This includes ownership rights upon expiration or termination of this contract whether at the City or the Contractor's request.

**3.4.12** The City will provide Contractor with one (1) full load of residential MSW carts, YW carts and RCY carts, upon the Contractor's written request to the City's Contract Coordinator, prior to the start of the contract. Contractor must make the request no later than February 1, 2023 to ensure delivery prior to contract start. Should Contractor fail to make request on time, Contractor assumes all responsibility for appropriate cart inventory prior to contract start. Contractor is responsible for all costs related to cart purchase including but not limited to cart bodies, lids, wheels and axles, hot stamps, in-mold labels and shipping/freight. Costs for the initial loads of carts are as follows and will be invoiced to Contractor upon request for carts.

Cart Type	Unit Price	Carts Per Truckload	Truckload Cost
Recycle - 65 Gallon Pepsi Blue	\$ 36.48	847	\$ 30,898.56
Trash MSW - 65 Gallon Black	\$ 43.75	847	\$ 37,056.25
Yard Waste (Vented) - 96 Gallon Green	\$ 54.08	793	\$ 42,885.44

**3.4.13** Payment must be received by the City from Contractor prior to carts being shipped from the City's current vendor, Schaefer Systems International, directly to the Contractor's destination.

**3.4.14** The Contractor will be responsible to deliver, repair, remove and replace carts at the customer's location. Requests will be forwarded to the Contractor via electronic correspondence (e-mail) using the City's work order system. Unserviceable containers that require repair or replacement should be reported by the Contractor within 24 hours of observation. Completion of the cart request (delivery, exchange, repair or removal) should occur on the customer's scheduled service day whenever possible or scheduled directly with the customer when needed. All requests shall be handled within five (5) business days following the day the request is issued to the Contractor. Contractor shall



provide completion or activity notification to City for cart-related workorders the day work is completed but no later than within one (1) workday of completion.

**3.4.15** The following actions were performed over the last five fiscal years (October 1, 2016 through September 30, 2021):

Cart Request Type	FY2017	FY2018	FY2019	FY2020	FY2021	Average/ Year	Average/ Month
Deliver Commercial	24	33	21	26	19	25	2
Deliver Recycle	801	760	752	874	1030	843	70
Deliver Trash MSW	711	822	852	1210	1489	1017	85
Deliver Yard Waste	766	715	768	760	913	784	65
Exchange/Repair Commercial	65	55	52	34	36	48	4
Exchange/Repair Recycle	497	590	513	660	676	587	49
Exchange/Repair Trash MSW	2082	2361	2671	2967	3370	2690	224
Exchange/Repair Yard Waste	1088	1106	1087	1376	1481	1228	102
Remove Commercial	19	10	11	6	6	10	1
Remove Recycle	116	92	116	139	161	125	10
Remove Trash MSW	216	185	217	154	212	197	16
Remove Yard Waste	162	156	159	136	149	152	13
Remove All-Inactive	11	30	23	14	20	20	2

**3.4.16** Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City's Contract Coordinator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City's Contract Coordinator. Inventory report shall include:

- A. New Carts by Type and Size
- B. Refurbished Carts by Type and Size
- C. Damaged Carts (no longer useable)

**3.4.17** The Contractor is responsible for the receipt of cart deliveries as well as replacement parts. This includes offloading the carts from the delivery truck, assembling as necessary and storage. Contractor is responsible for always maintaining adequate inventory of carts and replacement cart parts. An adequate inventory provides that all service requests are fulfilled within the five (5) business day timeframe.

**3.4.18** Contractor shall be responsible for the repair of usable carts (excluding body cracks or non-repairable damages) prior to returning to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition. Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory or redelivery. Grey water generated by this process shall be managed and disposed of consistent with County and State regulations.

**3.4.19** The City's existing inventory of carts and replacement cart parts will be transferred to the Contractor's approved storage location following the start of the contract at a time approved by the City's Contract Coordinator. It is the Contractor's responsibility to transport carts and replacement cart parts from the City's approved storage location to

the Contractor's storage location. Contractor is required to recycle all unusable carts that are not under warranty and must report back to the City with the load tickets including where the carts were recycled, tons and scrap count. Contractor is entitled to the scrap cart revenues.

- 3.4.20** All carts and replacement cart parts are the property of the City of Fort Lauderdale and remain the City's property. No ownership rights shall be claimed by the Contractor during or after the term of this contract. Upon termination or expiration of this agreement, all carts held in the Contractor's inventory for the City, including replacement parts, shall be delivered to the City or its designee at the Contractor's expense and remain the property of the City. Title to all carts and associated equipment remains with the City throughout the duration of this contract and upon termination or expiration of this contract.

### **3.5 Pick-Up Locations**

- 3.5.1** Solid waste collection service is provided to residential customers of single family and multi-family living units under 4 units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. Proposer must demonstrate the ability to possess all resources required to service if awarded.
- 3.5.2** Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the City.
- 3.5.3** The Contractor shall provide Service for the Disabled as described in Section 3.9 herein.
- 3.5.4** It will be the sole responsibility of the proposer to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the proposer become familiar with all routes to understand the requirements and equipment necessary to provide bulk, garbage, yard waste and recycling cart collection to each customer.
- 3.5.5** No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.
- 3.5.6** All sanitation customers serviced by the Contractor within the City shall be entitled to collection service. In the event a road or property is not accessible due to construction, special event, public safety, incident, etc., the Contractor shall make every effort to service the customer the same day or the next business day and coordinate with City staff during these instances.

### **3.6 Schedules and Routes**

- 3.6.1** Contractor shall notify the City of its routes and schedules. City reserves the right to deny Contractor access to certain streets, alleys and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the

conditions of the streets, bridges or other infrastructure. Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

- 3.6.2** Customers serviced under this contract shall be provided service on the established route service days. City shall receive electronic copy of all routes run by Contractor including, but not limited to, route boundaries, house count, trucks deployed and house count upon request. All route and schedule changes are subject to approval by the City's Contract Coordinator or designee. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice in a format approved by City. City reserves the right to design and draft such notices at its cost at its sole discretion. All costs for printing and mailing/distribution are to be borne by the Contractor.
- 3.6.3** City expressly reserves the right to approve or deny any requests for routing or scheduling changes.
- 3.6.4** Contractor acknowledges and accepts that at times during the year the quantity of MSW, YW, BULK and RCY to be collected and disposed of is materially increased by fluctuations in seasonal residents and other activities, which may impact Contractor's workload. Contractor agrees that they must always maintain the required collection schedules and routes.
- 3.6.5** Contractor shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the Contractor.
- 3.6.6** Contractor and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. Contractor shall immediately notify the owner or occupant of the property along with the City to immediately cure the safety risk.
- 3.6.7** The Contractor shall increase the routes, work force and equipment as needed to properly perform under this contract.
- 3.6.8** City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. This may be performed by the City, a subcontractor approved by the City or by the Contractor at the City's request. Contractor agrees to cooperate with such requests. Contractor agrees to provide all information requested by the City related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. Contractor agrees to conduct audits from time to time as requested by the City including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the City.

### **3.7 Pick-Up Policy**

- 3.7.1** Garbage, yard waste and recycling shall not be collected in the same vehicle unless authorized by the City's Contract Coordinator in writing.
- A. All carts shall be placed at the curb or swale by 7:00 am on day of pick-up, but no earlier than the night before a scheduled pick-up day.
- B. Missed & Late Set Outs: There shall be no claim by the Contractor of late set outs on the collection route.

- C. Each collection day, Contractor shall send a list of routes, drivers assigned and trucks dispatched. Status updates to be provided at 10am and 3pm daily or an alternative as approved by the Contract Coordinator.
- D. The Route Supervisor shall be responsible to ensure that all route collections have been completed and all customer complaints have been addressed each day by close of business. E-mail verification will be provided by Contractor to the City once collections have been completed each day. Crews will return to an address on the scheduled route day when necessary to provide service for a customer.
- E. Service for the Disabled: The City has customers that are unable to place their collection carts curbside. The Contractor will be responsible for bringing the cart(s) to the curb for service and then returning the cart(s) to the original location. There will be no additional charge for these residents. (See Section 3.9)

**3.7.2 Garbage Pick-Up Policy**

- A. Garbage cart collection shall be twice a week on specific days for each neighborhood as determined by the City.
- B. Contractor shall collect all extra garbage bags placed on top of the cart.
- C. Following the Christmas holiday, Contractor shall pick up all extra bags on top of and on the side of the cart to assist the customer with any extra disposal needs. This service shall also be provided if the collection route is only partially completed or skipped entirely due to an unusual event, such as a hurricane. Should a route not be completed on the prior service day, Contractor shall pick up all extra bags on top of or on the side of the cart.
- D. Route Supervisor shall report to Customer Service via e-mail any location that continuously places trash bags out for collection or continuously has an overflowing cart. A City inspector will check the address for adequate service.
- E. City facility trash and recycling service shall be provided by Contractor. (See Section 3.10)
- F. Contractor shall make an annual payment of \$30,000 to the City due upon contract start date and annually thereafter on the anniversary date.
- G. Contractor will collect up to two (2) passenger or light truck tires with or without rims per customer, per garbage collection day, not to exceed four (4) passenger or light truck tires collected per year. These will be placed next to the garbage cart by the resident for collection. Contractor shall not commingle with compacted trash and accommodate disposal separately and at the cost and discretion of the Contractor.

Request Type	FY2017	FY2018	FY2019	FY2020	FY2021	Average/Year	Average/Month
Tire Pick-up	5	12	13	10	39	16	1

**3.7.2 Yard Waste Pick-Up Policy**

- A. Yard waste cart collection shall be one time per week on specific days for each neighborhood as determined by the City.
- B. Clean Yard Waste: All yard waste must be "clean" (Free of other waste) and placed inside the cart. Tree trimmings, hedge and yard cuttings, leaves, cut up palm fronds and wood products without nails is accepted. Driver shall inspect the container for contamination before dumping. If the customer has contaminated the cart with materials other than yard waste or if the customer is using the yard waste cart for garbage, the cart should not be emptied. Contractor shall ensure that the cart is tagged advising why the cart was not serviced and immediately report the address to the City. City shall provide tags to the Contractor for this purpose.

- C. Holiday (Christmas) trees: For three weeks following Christmas Day, Contractor agrees to collect Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City. Below chart for historical volumes:

Fiscal Year	Trees Collected
FY2017	429
FY2018	774
FY2019	753
FY2020	791
FY2021	1444
FY2022	669

- D. Contractor agrees to work in cooperation with the City on any yard waste campaigns and activities related to education or contamination of carts. This includes but is not limited to identifying contamination on route, marketing campaigns including Contractor's equipment or staff, audits and meetings or presentations.

**3.7.3 Recycling Pick-Up Policy**

- A. Recycling cart collection shall be once per week on specific days for each neighborhood as determined by and approved by the City.
- B. Following the Christmas holiday, Contractor shall pick up all extra recyclables placed on top of and next to the cart to assist the customer with exceptional recycling needs. This service shall also be provided if the collection route is only partially completed or skipped entirely due to an unusual event, such as a hurricane. Should a route not be completed on the prior service day,
- C. Contractor shall collect all extra recyclables placed on top of or beside the cart.
- D. The City's single-stream recycling program currently accepts the following:
  1. Mixed paper - A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice, and pasta.
  2. Aluminum food and beverage containers
  3. Steel food and beverage containers
  4. All plastic bottles and containers marked 1,2,3,4,5,6 and/or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc.
  5. Aseptic containers (milk and juice cartons/drink boxes)
  6. Glass food or beverage containers - clear, brown, and green
  7. Cardboard
- E. The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30-days written notice should there be a change in the materials accepted.
- F. All recyclables are to be "clean" (free of waste or other non-recyclable contamination) and placed inside the cart for collection by the customer. Driver shall inspect the cart for contamination before dumping. If contamination is present, Contractor shall leave the cart unserviced and tag the container with notice of contamination. Contractor shall report all carts tagged to the City within the same business day as tagging the cart. City shall provide tags to the Contractor for this purpose.

- G. Customers can schedule pick-ups of large amounts of cardboard by contacting the City's 24-Hour Customer Service Center. Contractor will accommodate these collections as directed by the City. Average requests are five (5) per month. There will be no additional cost to the City for this service.
- H. Curbside Electronics collections are offered to all City-serviced customers. Customers can make a request for pick-up of electronics online or by calling the City's 24-Hour Customer Call Center. Items are placed next to the blue recycling cart on the scheduled service day for removal by the Contractor. (See Section 3.14)
- I. Contractor agrees to work in cooperation with the City on any recycling campaigns and activities related to education or contamination of carts. This includes but is not limited to identifying contamination on route, marketing campaigns including Contractor's equipment or staff, audits and meetings or presentations.
- J. Contractor shall make an annual payment of \$20,000 to the City due upon contract start date and annually thereafter on the anniversary date.

#### **3.7.4 Bulk Pick-Up Policy**

- A. Curbside bulk collection shall occur once per month with a limit of 10 cubic yards collected per sanitation unit unless authorized by Contract Coordinator. Contractor shall tag any piles in excess of 10 cubic yards in a manner acceptable to the City including the use of stickers, tags or door hangers. Such notices shall be created and printed by the City at the Contractor's request. City bears the expense for such notices.
- ~~B. Any bulk pile left uncollected by the Contractor must be tagged and reported to the City in a manner acceptable to the City by close of the business day.~~
- C. Bulk waste shall be placed at the curb for collection by 7am on the scheduled service day.
- D. Bulk waste must be generated from the property. Imported waste is not accepted.
- E. Bagged garbage and putrescible waste is not accepted in bulk waste collection.
- F. Materials accepted for bulk service include but are not limited to:
  - 1. Furniture
  - 2. Carpet
  - 3. Mattresses
  - 4. Toys
  - 5. Bicycles
  - 6. White Goods (Refrigerators, Stoves, A/C Units, Washers, Hot Water Heaters, etc.)
  - 7. Non-contractor construction debris such as bathtub, toilet, fencing, doors, sinks, cabinets
- G. Items in the bulk pile cannot exceed 12 feet. Glass must be placed in a sturdy, rigid container for collection.
- H. Combining bulk trash piles is not acceptable.
- I. Dirt, sand, pavers, concrete, masonry and tile are not eligible for bulk service.
- J. Tree stumps or any tree section more than 12 inches in diameter are not accepted in bulk piles.
- K. Hazardous materials, including paint and other liquids, are not accepted in bulk piles.
- L. Boats and boat parts, vehicles and vehicle parts are not accepted in bulk piles.
- M. The Contractor shall be responsible for the proper handling of any white goods and electronic equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of freon, coolants, and other similar materials from white goods. A customer is not required to remove freon, coolants, or other similar materials from white goods before the white goods are set out; the Contractor is not required to remove such materials from the white goods before the white goods are placed in the Contractor's vehicles.

- N. Las Olas Palm Frond service is included (See Section 3.15)
- O. If a customer has more than the limit of 10cy curbside or desires an additional bulk collection, Contractor shall provide an estimate to customer and confirm acceptance of estimate with customer. Such activities including cubic yards and estimate price shall be reported to the City in a format acceptable to the City. Collection should be made on a day as agreed upon with customer but in no case in excess of three (3) business days of the request having been made. Contractor is responsible to provide estimate at the approved per cubic yard rate schedule with all fees collected directly by the Contractor. The City has no obligation or responsibility to bill or collect any fees related to this activity. City shall receive franchise fees against these revenues. City shall be responsible for costs of disposal.
- P. Code Compliance pick-ups: The City's Community Enhancement and Compliance Division performs routine inspections and identifies properties, through complaints and/or proactive inspections, regarding materials on vacant lots, residential and commercial properties and rights-of-way that require abatement (removal). Contractor shall receive such notices from the City electronically and shall remove such piles within two (2) business days of the request. Contractor shall be paid a flat, fixed amount per request (not per cubic yard) for such removal and shall include such charges on a separate invoice to the City including the work order number and estimated cubic yards removed. City retains the responsibility to bill the property owner. City is responsible for disposal costs. Contractor may not interfere with the City's process for abatement which includes contacting the property owner for private removal. See below for historical abatement removals chart:

Month	FY2020	FY2021	FY2022
October	6	37	64
November	23	15	59
December	29	14	36
January	22	38	33
February	42	39	26
March	22	63	35
April	1	108	52
May	24	62	38
June	26	92	
July	51	87	
August	43	82	
September	25	125	
<b>Total</b>	<b>314</b>	<b>762</b>	<b>343</b>

- Q. At the City's request, the Contractor shall provide pick-ups during a non-scheduled route day.
- R. The City may request extra service for a special event, clean-up event or emergency removal. This shall be at no additional cost to the City. Contractor may receive up to 10 requests per month.

- S. Contractor shall make an annual payment of \$20,000 to the City due upon contract start date and annually thereafter on the anniversary date.
- T. City intends to offer its current bulk vehicle fleet for sale to assist Contractor in a timely start to this service. City reserves the right to offer a contract start for bulk services earlier than the July 1, 2023 contract start date to Contractor under the same terms and conditions herein, with all rates and requirements as proposed by Contractor in response to this solicitation or otherwise negotiated. (See Section 3.31).

### 3.8 Complaints

- 3.8.1** The City of Fort Lauderdale's 24-Hour Customer Call Center will receive telephone calls and correspondence for service-related issues and requests. In the event the Contractor receives a direct customer call or complaint, Contractor shall advise customer to call the City's 24-Hour Customer Call Center at (954) 828-8000. Day to day communications will be between the City and the Route Supervisor and Contractor's call center or dispatch office.
- A. Complaints, missed pick-ups or service requests sent to the Contractor before 4:00 PM each day shall be serviced before 7:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
  - B. Complaints, missed pick-ups or service requests sent to the Contractor after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.
  - C. Any service inquiries not responded to by the Contractor will be converted to a missed pick-up 24 hours after the inquiry is logged and will be considered incomplete.
  - D. Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
  - E. Any customer reporting no service after 7pm on the service day will be recorded as a missed pick-up.
  - F. All service requests and correspondence from the City received before 6pm Monday through Saturday shall be acknowledged by the Contractor within four (4) hours of being sent. Correspondence sent after 6pm or on Sunday shall be acknowledged no later than 9am the following morning.
  - G. Customer Service Manager/Liaison (TRASH, YW and RCY):
    1. Starting on the effective date of this agreement, the Contractor shall employ, provide, and maintain at its sole expense a dedicated Customer Service Manager/Liaison for the City of Fort Lauderdale to address customer concerns effectively and efficiently on a full-time basis. Customer Service Manager/Liaison may not be assigned any other activities other than those supporting the City of Fort Lauderdale and may not perform functions outside of those outlined herein or otherwise requested by the City. City reserves the right to require such employee be housed from a City facility at any time should that be deemed a benefit to the City, particularly if there are a high volume of Contractor complaints or issues or following a major event, such as a hurricane or tropical storm. Request for employee to operate from a City facility may be permanent, part-time with office time also at the Contractor's facility or intermittently in times of peak demand. Should employee house at City facility, employee shall have a laptop, radio (if applicable) and other equipment as required to operate as per below. City will provide a workstation, access to a computer network or wi-fi and an office phone.
    2. The Customer Service Manager/Liaison must have access to any and all software, technological equipment and programs available to the Contractor including GPS and Surveillance systems. Customer Service Manager/Liaison



must have a dedicated direct dial telephone line as well as direct electronic mail. Customer Service Manager/Liaison must be available Monday through Friday and accessible from 9am to 6pm at a minimum. Job responsibilities may include attending meetings with the City, taking direct complaints and calls from customers and the City, visiting properties to correct issues or investigate complaints, updating work orders tracked through the City's work order system and communicating customer calls within Contractor's organization to affect resolution as described in this section. Customer Service Manager/Liaison shall have the ability to make a commitment on behalf of the Contractor as it relates to service provision to either the customer or the City. City reserves the right to approve or reject any Customer Service Manager/Liaison selected by Contractor at its sole discretion. Contractor must have trained back-up for Customer Service Manager/Liaison available to backfill for absences, scheduled or unscheduled. City shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift.

**3.9 Service for the Disabled**

There are presently thirty (30) customers in the City that are unable to place their cart curbside. The Contractor will be responsible for bringing the cart(s) to the curb for service and then returning the cart(s) to the original location. There will be no additional charge for these residents. The City certifies this list annually and reserves the right to modify this list as may be required at no additional cost to the City. Bulk services are excluded from this requirement.

**3.10 City Facility Trash and Recycling Service**

Contractor agrees to supply all City facilities (**Exhibit "B"**) with both trash and recycling service. Trash service shall occur no less than twice weekly and recycling service no less than once weekly. The capacity of container and frequency of service may change throughout the term of this contract. Contractor agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed.

Contractor shall maintain a list of all City facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the City monthly, no later than the 20<sup>th</sup> of each month.

**3.11 Spring Break- Special Event**

Contractor shall provide trash and recycling containers at no cost to the City including carts, frontload containers (2cy through 8cy capacity) and Rolloff containers, upon the City's request.

Event Name	Location	Container Sizes	# of Containers	Material	Frequency	Duration
Spring Break Season	Fort Lauderdale Beach	8 cubic yards	8	Trash (MSW)	6x per week	Approx. 5 weeks

**3.12 Education and Community Outreach**

From time to time, Contractor shall assist and/or support the City at local special events. Examples include but are not limited to: using collection vehicles to participate in special educational presentations, Earth Day, Green Your Routine and Home Owner Association functions and environmental events, clean ups and other such activities. Such requests shall not exceed 10 requests annually.

**3.13 Disaster Services**

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" and until the Contract Coordinator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.

**3.14 Electronics Collection**

**3.14.1** The City of Fort Lauderdale currently provides curbside collections for residents to safely recycle unwanted, outdated, or broken electronics (anything with a plug, including computer peripherals and excluding white goods). See link below for information from the City's website:  
<https://qvr.fortlauderdale.gov/greener-government/recycling-waste-reduction/curbside-electronics-pick-up-program>

**3.14.2** The City has a desire to continue to offer this service to its residents Citywide as part of its curbside collection service. Residents can self-enter the request or call the City's 24-Hour Customer Service Center to schedule an electronics pick-up. Contractor is notified and collection is made on the resident's scheduled recycling collection day.

**3.14.3** Contractor will be responsible to secure appropriate recycling facility (R2 or e-Steward Certified), with the City's approval of the facility at its sole discretion, for the electronics collected. Contractor is responsible for the costs for the recycling, processing and disposal of the materials collected and will receive any rebates for the materials collected, as applicable. Contractor will provide City with all load tickets. At no time will the Contractor dispose of electronics collected at a facility not approved by the City's Contract Coordinator. This program is part of the residential recycling collections program.

**3.14.4** Current vendor directs electronics through Urban Mining with a location in Lauderdale Lakes at 3983 NW 19<sup>th</sup> Street, Lauderdale Lakes.

**3.14.5** Electronics collections requests as follows (Program began May 2018) through May 2022:

Electronics Collected In Pounds	
FY	Total Pounds
FY2018	671
FY2019	4653
FY 2020	21501
FY 2021	14199
FY 2022	6320
<b>Total</b>	<b>47344</b>

By Month	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
October		3	42	34	37
November		6	66	62	38
December		3	62	60	46
January		4	51	76	40
February		5	34	63	55
March		2	37	65	40
April		4	35	57	54
May	27	2	38	46	47
June	9	1	45	50	
July	6	24	46	42	
August	1	70	47	56	
September	6	54	36	44	
<b>Total</b>	<b>49</b>	<b>178</b>	<b>539</b>	<b>655</b>	<b>357</b>

**3.15 Las Olas Palm Frond Collections**

**3.15.1** Bulk waste Contractor shall collect, haul and dispose of all species of palm frond from the City street, medians and swale areas from approximately 1,118 properties in the Las Olas Isles neighborhood. Collections shall be done on Saturdays weekly, with the exception of the week of normally scheduled bulk service.

**3.15.2** This service is provided to properties within the boundary beginning the Sospiro Canal bridge on the WEST at approximately Capri Isle and South Gordon Road, the Intracoastal Waterway on the EAST, and the Isles located NORTH and SOUTH of East Las Olas Boulevard and further including the medians on the Isles and East Las Olas Boulevard, and any street, swale, rights of way, and any other publicly-owned location within the boundaries where palm fronds may be located. (See Exhibit C - Palm Frond Collection Area).

**3.15.3** Fallen palm fronds and piles of palm fronds in front of residential and multifamily accounts shall be collected. Accounts are single-family homes, duplexes, and triplexes with City-issued refuse carts. Multifamily dwellings (more than three units) with City-issued refuse carts are included. Commercial accounts and multifamily dwellings (more than three units) without City-issued refuse carts are private sanitation accounts and are not eligible to receive this service. Additionally, palm fronds may be located in the street, on medians and swale areas. Piles must be separate from other debris for collection. There is no limit on the amount of palm fronds that may be placed out for collection.

**3.15.4** All palm fronds shall be collected. If a pile is mixed, every effort shall be made to sort the pile, taking the palm fronds only and leaving the other debris. If the pile is mixed and the palm fronds are not accessible, such as when palm fronds are completely covered by cabinetry, the entire pile shall be left. The Contractor shall notify the City as soon as possible but no later than 7pm on the day of collection and provide the City with the address where the pile is located and the reason as to why it was not collected. City may require photo documentation.

**3.15.5** City is responsible for all disposal costs. See below chart for historical tonnage:

<b>Fiscal Year</b>	<b>Total Tons</b>
FY2016	112.23
FY2017	129.85
FY2018	149.16
FY2019	102.08
FY2020	140.96
FY2021	155.90
FY2022*	116.51

\*FY2022 - October 1, 2021 - May 31, 2022

### **3.16 Disposal**

**3.16.1 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.

**3.16.2 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).

**3.16.3 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),
- N. items of waste that would reasonably be believed to likely pose a threat to health or safety, or
- O. the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

- 3.16.4** The City shall pay for all disposal costs for garbage, yard waste and recycling collections, excluding tires and electronics. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.
- 3.16.5** Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.
- 3.16.6** The Contractor shall pay 50% of the total disposal cost charged to the City for contaminated yard waste loads that are not accepted by the disposal facility at the lowest possible disposal rate for clean yard waste. This includes any additional costs related to segregating, reloading or disposing of the load. The intent is to provide Contractor incentive to participate and ensure a successful yard waste recycling program, achieving the lowest possible disposal rate and to perform in the City's best interest. The City has had no loads rejected during the current contract, which began July 31, 2019.
- 3.16.7** Weight tickets are required for the City to track, reconcile and pay disposal fees. Contractor shall provide all disposal tickets each week. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicating scale house weight tickets. After notifying the Contractor to replace missing tickets within five (5) days, the City may request duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous or repetitive.
- 3.16.8** The City currently participates in an Inter-Local Agreement requiring that all processable waste be disposed at the Wheelabrator Waste-to-Energy Plant located in Broward County, Florida. All yard waste shall be taken to Sun Bergeron's facility in Davie or other designated location as directed by the City.
- 3.16.9** The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge. The following disposal sites have been approved and are currently being used:
- |              |   |
|--------------|---|
| Garbage:     | All Processable waste collected shall be disposed of at:<br>Win-Waste Waste-to-Energy South Plant: 4400 South State Road 7,<br>Fort Lauderdale, Florida 33314 |
| Yard Waste:  | All yard waste collected under this contract shall be delivered to:<br>Waste Management: 3250 SW 50 <sup>th</sup> Avenue, Davie                               |
| Recyclables: | All recycling collected under this contract shall be delivered to:<br>Waste Management: 1750 SW 43 <sup>rd</sup> Terrace, Deerfield Beach                     |
| Bulk:        | All bulk waste collected under this contract including Las Olas Palm Fronds shall be delivered to:  |

- A) Waste Management: 3250 SW 50<sup>th</sup> Avenue, Davie  
 B) Waste Management: 1801 SW 42<sup>nd</sup> Way, Pompano Beach

- 3.16.10** Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste, bulk waste and/or recyclable processing with its existing disposal vendors, or the Inter-Local Agreement under which the City is currently operating is no longer in effect for any reason, or if the City, at its sole discretion, chooses to cease directing volumes from any collection activities, the City reserves the right to require Contractor to procure disposal or processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should any disposal vendor be located outside of Broward County, the City would reimburse the Contractor based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the Contractor and approved by the City. The City reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.
- 3.16.11** The City reserves the right to remove commodities from its recycling collections at the City's sole discretion. Written notice will be provided to the Contractor providing 30-day notice of such change. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV) determined by the Southeast USA Regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.
- 3.16.12** Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received in a format acceptable to the City. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying Contractor to replace missing tickets within five (5) days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to add administrative overhead if missing load tickets becomes continuous and repetitive.
- 3.16.13** Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load. The City has had no loads rejected during the current contract, which began December 1, 2020.
- 3.16.14** Historical Tons are as follows:

Fiscal Year	MSW	Yard Waste	Recycle	Bulk
FY2017	45,825	14,441	10,747	22,220
FY2018	44,573	14,757	11,787	22,563
FY2019	41,975	14,877	11,292	23,289
FY2020	47,206	16,079	12,247	27,141
FY2021	49,012	15,984	12,009	27,706

**3.17 Tare Weights**

The City requires that vehicle-tare weights, which are used by disposal and processing-facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT. The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

**3.18 Management and Contractor's Responsibilities**

**3.18.1** The City's Solid Waste & Recycling Program takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer our customers a high level of quality service to guarantee customer satisfaction.

**3.18.2** Contractor will be responsible for the day-to-day operation of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect solid waste, yard waste and recycling including active participation to promote a successful yard waste separation program and recycling collection program, and ensure a high level of customer satisfaction.

**3.18.3** Resources: Contractor shall furnish and supply sufficient resources to complete the scheduled route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the City.

**3.18.4** Customer Service: Contractor shall maintain a customer service center or dispatch office to receive customer requests from the City Customer Service Center and Contract Coordinator and staff to effectively handle service-related issues. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. Contractor will refer all City residents who may reach out to the Contractor directly back to the City's 24-Hour Customer Call Center so that all calls are recorded in the City's database. Also see 3.8 (G).

**3.18.5** Route Supervisor: Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor dedicated to each commodity serviced (yard waste, recycling, solid waste, and bulk waste) who exclusively supports the City of Fort Lauderdale. An Alternate Route Supervisor should also be trained and familiar with Fort Lauderdale's plan of operation to function as a replacement when the permanent Route Supervisor is absent. City shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift. Contractor's Operations Manager or General Manager (or equivalent) cannot the requirement by acting as a Route Supervisor. Contractor shall schedule Route Supervisors to be in-service Monday-Saturday (unless otherwise approved by City in writing) to respond to collection related issues immediately via two-way communications from the City's 24-Hour Call Center or the City's Contract Coordinator. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number(s) so contact can be made directly when required.

Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

- 3.18.6** Route supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.
- 3.18.7** Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are being properly used by customers.
- 3.18.8** Route Supervisor shall report lost or damaged carts to Customer Service that need repair or replacement and assist customers by distributing and explaining program information.
- 3.18.9** Contractor shall notify the Contract Coordinator or designee of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Contract Coordinator within one (1) operating day of the request. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Coordinator or designee within two (2) operating days following the ultimate disposition of the case. ~~The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.~~
- 3.18.10** Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.
- 3.18.11** Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff, Customer Service and the general public.
- 3.18.12** Route Supervisor will also be required to attend meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.
- 3.18.13** Route Supervisor may be required to attend public meetings or functions with City Staff members, to explain or promote program services.
- 3.18.14** Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.
- 3.18.15** Route Supervisors may be required to perform other duties as requested.
- 3.18.16** City shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any route supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors



added during the term of this contract are subject to the written approval of the City's Contract Coordinator.

- 3.18.17** The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Contract Coordinator or designee shall have twenty-four (24) hour access to the Contractor's Division Manager and Route Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Route Supervisor shall not satisfy this requirement.
- 3.18.18** The Contractor's Division Manager shall meet with the City's Contract Coordinator within five (5) business days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the City.
- 3.18.19** The Contractor shall work diligently with the City to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement.
- 3.19.20** The City shall have the right to inspect the Contractor's facilities and operations at any time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.
- 3.18.21** The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste and provision of waste receptacles (carts) in the service area. If the Contract Coordinator instructs the Contractor in writing to perform cart activity or collect solid waste, yard waste, recycling or bulk waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Contract Coordinator's request, the City may perform cart activity or collect such material using its own resources or by using a third-party vendor. The City may deduct the cost of cart activity or collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to perform these activities. If the Contractor collects the Solid Waste pursuant to the request of the Contract Coordinator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.
- 3.18.22** The City shall have the right to take all steps necessary to preserve the aesthetics, safety, and integrity of its right of way including streets, alleys, sidewalks, and swales. In addition, the City wishes to protect the private property owned by the customers serviced under this contract. Should the Contractor fail to respond to a request in writing from the Contract Coordinator to perform cleaning activities (hydraulic spill, leachate spill), repairs, removal of damaged property caused by the Contractor (mailbox, tree limb, etc.) or other damages within 24 hours after the Contractor receives the Contract Coordinator's request, the City may perform necessary activities using its own resources or by using a third-party vendor. The City may deduct the cost of these activities from the City's monthly payment to the Contractor if the Contractor was obligated under this Agreement to perform these activities. If the Contractor collects the Solid Waste pursuant to the request of the Contract Coordinator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

### 3.19 Employees

Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all City-owned carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee or subcontractor of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the Contractor. The City reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. City reserves the right to request a current employee roster at any time.

### 3.20 Equipment

**3.20.1** While it is the City's desire to have new equipment for this contract, it recognizes that existing equipment may be in proper working order and available for use. Proposers should include a full listing of the equipment they propose to use under this contract including make, model, year and mileage along with type of equipment (see examples below). Should the proposer be ordering new equipment, staggering replacements, or securing rental vehicles, this information should be detailed in their proposal. Proprietary information, such as rental terms or purchase price, may be redacted by the proposer.

**3.20.2** Contractor shall have all equipment necessary to provide all services under this contract. This may include, but not be limited to:

- A. Rearloaders (standard and mini or "pup" sized)
- B. Sideloaders
- C. Commercial front-end loaders
- D. Rolloffs
- E. Box Trucks
- F. Clam Trucks
- G. Pick-up Trucks (with or without dumper mount)
- H. Container delivery trucks (flatbed and container delivery units)

**3.20.3** Residential frontload trucks (i.e. Curotto-Can®) may not be used under this contract without the City's express written permission.

**3.20.4** The Contractor's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.

**3.20.5** Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The design will be approved by the City and the sign supplied by the Contractor.

**3.20.6** No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

**3.20.7** All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-

up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be always in proper working condition. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle found to be non-compliant, leaking, unsafe or not in proper working condition at its sole discretion. Contractor shall make a formal request to City for reconsideration once deficiency has been addressed- City shall offer approval within 2 business days of request and shall not withhold such approval unreasonably. City reserves the right to inspect vehicle prior to offering approval.

**3.20.8** Vehicles used for collection services under this contract shall be compacting bodies (excluding box trucks and bulk waste trucks) unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitchfork, shovel, and broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

**3.20.9** All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the City's Contract Coordinator. Proposers should include their GPS/Surveillance system information in their proposals including illustrations depicting the live reporting functions, system capabilities and reports. The GPS and Surveillance Systems shall be installed and maintained at the Contractor's sole expense.

**3.20.10** City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

**3.20.11** Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated, and tons hauled.

**3.20.12** Routes currently operated by day as reported by the current contractors are below:

Day of Service	Trash (MSW)	Yard Waste	Recycling	Bulk
Monday	11	4	6	Varies
Tuesday	12	4	5	Varies
Wednesday	11	4	10	Varies
Thursday	11	5	5	Varies
Friday	11	6	5	Varies
Saturday	11	5	No Route	No Route

- 3.20.13** All vehicles with a side opening exceeding 36 inches between the front and rear axles shall have side guards to protect pedestrians and bicyclists. These side guards shall not interfere with the operation of the vehicle.
- A. The bottom of the grade shall be approximately 13" from grade or asphalt/concrete
  - B. The Guard face shall be 24" wide and made of 11 gauge still or greater
  - C. The guard shall be supported by 3 – 1"x3" supports extending from frame
- 3.20.14** All Contractor vehicles shall be well maintained and clean in appearance.
- 3.20.15** Contractor shall provide the City Contract Coordinator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.
- 3.20.16** It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract. Additionally, Contractor shall be responsible for providing adequate office space and telephone/data services to perform under this contract, at no additional cost to the City.

### **3.21 Days and Hours of Service**

**3.21.1** Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 7:00 P.M. unless express written approval is provided by the Contract Coordinator or his/her designee. Such permission does not waive any administrative fees or liquidated damages as outlined in this contract unless explicitly requested by Contractor and approved by City's Contract Coordinator. Such permission shall be given or denied at the City's sole discretion.

#### **3.21.2 SERVICE HOUR CHANGES**

Notwithstanding anything else contained herein, the hours and days of collection service may be extended or reduced when such change is requested by the Contractor and approved in advance by the Contract Coordinator and when the Contract Coordinator determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

#### **3.21.3 MAINTAINING OF SCHEDULES**

At times during the year the quantity of solid waste, yard waste, bulk waste and/or recycling may be materially increased due to seasonality, tourism, special events occurring in the area and other social and economic drivers. These variations will not be considered justification for the Contractor to not maintain the required collection schedules and routes. Additionally, these fluctuations will not justify or excuse a failure by the Contractor to provide service in compliance with the approved schedules and routes. The Contractor is responsible for the timely collection of all materials that are set out on the scheduled collection days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is set out.

### **3.22 Holidays**

Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, the MSW solid waste routes may be skipped and there will be no make-up day. However, since the following scheduled service day will be heavy, the contractor is required to collect extra bags and boxes placed on or around the carts for disposal or recycling.

For yard waste, recycling and bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Coordinator. Recycling and bulk collections are currently on a Monday through Friday schedule- make-up day should be Saturday when possible or as otherwise approved by the City.

### **3.23 Adjustments to the Service Area**

**3.23.1** The boundaries of the service area may be adjusted from time to time as a result of actions by the City or others, with a minimum of sixty (60) days' notice by the City. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the effective date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

**3.23.2** The annexation of land after the effective date may require the Contractor to provide collection services in the annexed area or, in the alternative, such area may be served by another Contractor or entity.

**3.23.3** In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the rates established in this under this agreement. There shall be no change in the Contractor's rates if collection service in the newly annexed area is provided by another Contractor or entity. There also shall be no change in the Contractor's rates if the boundaries of the service area are revised after the effective date.

**3.23.4** Contractor shall be compensated for the number of units added in the adjusted service area with an effective date of the first collection by Contractor as agreed upon with City. Unit count will then become a part of the contract unit count and adjusted as described in Section 3.1.

### **3.24 Public Information**

The City shall prepare, print, and provide the Contractor with all program information such as cart hangers, program brochures and guidelines unless otherwise requested by the Contractor and approved by the City.

The Contractor shall not prepare, release, or participate in public information involving this contracted service for the City of Fort Lauderdale without authorization from the City.

### **3.25 GPS and Surveillance System Records**

Upon commencement of this agreement, Contractor shall maintain records and a log concerning the Global Positioning Systems ("GPS") data and Surveillance System footage that is obtained from the collection vehicles used by the Contractor to provide services under this agreement. The Contractor shall maintain the GPS and Surveillance System logs and records for each collection vehicle for at least twelve (12) operating months after the GPS data Surveillance System footage was obtained. The records shall reflect a "ping rate" of every five (5) seconds for the GPS data. Upon the Contract Coordinator's request, the Contractor's records shall be provided to the City in a format acceptable to the City (CSV or ASCII tabular format) and shall contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Contract Coordinator. Upon request, the GPS data and/or Surveillance System footage shall be provided to the City within three (3) calendar days.

**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, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, 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 (2018), 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.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

#### **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional

documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

#### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

#### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

#### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project. This should include:

- A. The equipment planned to be used
- B. GPS/Surveillance system information
- C. Maintenance policies and procedures including equipment replacement policy
- D. The number of routes to be assigned with the associated homes per route per day specified by service (MSW, YW, RCY, BULK)
- E. Approach to providing supplemental services (such as curbside electronics, tires, etc.) including how to collect, store, processing facility, etc.

Proposer should also address their transition plan from the current vendor(s) if applicable to ensure service levels are preserved to customers.

The Proposer shall also provide a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Also provide information on your firm's current workload and how this award will fit into your

workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

#### **4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- A. Client Name, address, contact person telephone and E-mail addresses.
- B. Description of work.
- C. Year the project was completed.
- D. Total cost of the project, estimated and actual.

**Note:** Should proposer have provided service in the past 5 years for the City of Fort Lauderdale or be a current service provider, proposer must indicate what work was performed; contract number if available and contract/project value of the work performed in addition to three outside references. Additionally, the City reserves the right to contact other municipalities for references at its sole discretion.

#### **4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.7 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.8 Required Forms and Documents**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.



**E. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**F. E-Verify Affirmation Statement**

This form must be completed and returned with your proposal.

**G. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**H. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

**I. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

**J. Proposal Security**

~~Original bond is to be placed in a separate envelope and NOT bound into your Original proposal. A copy can be bound in the Copy of the proposal.~~

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD**

**5.1 Evaluation Procedure**

**5.1.1 Bid/Proposal Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer’s facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

**5.2 Evaluation Criteria**

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

**5.2.2 Weighted Criteria**

<b>QUALIFICATIONS AND EXPERIENCE</b>	<b>15%</b>
Firm background, history, and overall experience	
Staff experience and resumes	
<b>PAST PERFORMANCE</b>	<b>15%</b>
References, past performance	
<b>DEMONSTRATE FINANCIAL CAPABILITY</b>	<b>5%</b>

<b>OPERATIONAL PLAN</b>	<b>35%</b>
Customer Service Plan	
Available Resources including Staffing, Facility, Equipment	
Operational Plan/Transition Plan	
<b>PRICE PROPOSAL</b>	<b>30%</b>
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

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

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** \_\_\_\_\_

Proposer agrees to supply the products and services at the prices proposed in accordance with the terms, conditions and specifications contained in this RFP.

**Cost to the City:** Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

- 1) Fill in all costs on Excel Pricing Sheets included in this Solicitation.
- 2) Attach a breakdown of costs including but not limited to labor, equipment, materials, and parts.

**Submitted by:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Version 12-2021

**Individual Pricing Per Service**

Item	Description	Quantity Per Month	# of Months	UOM	Total Annual Quantity	Unit Cost Per Month	Annual Total
MSW (Garbage)	Year 1	38,847	12	Months	466,164	\$ -	\$ -
	Year 2	38,847	12	Months	466,164	\$ -	\$ -
	Year 3	38,847	12	Months	466,164	\$ -	\$ -
	Year 4	38,847	12	Months	466,164	\$ -	\$ -
	Year 5	38,847	12	Months	466,164	\$ -	\$ -
	Year 6	38,847	12	Months	466,164	\$ -	\$ -
	Year 7	38,847	12	Months	466,164	\$ -	\$ -
<b>Total:</b>							\$ -

Yard Waste	Year 1	38,847	12	Months	466,164	\$ -	\$ -
	Year 2	38,847	12	Months	466,164	\$ -	\$ -
	Year 3	38,847	12	Months	466,164	\$ -	\$ -
	Year 4	38,847	12	Months	466,164	\$ -	\$ -
	Year 5	38,847	12	Months	466,164	\$ -	\$ -
	Year 6	38,847	12	Months	466,164	\$ -	\$ -
	Year 7	38,847	12	Months	466,164	\$ -	\$ -
<b>Total:</b>							\$ -

Recycling	Year 1	38,847	12	Months	466,164	\$ -	\$ -
	Year 2	38,847	12	Months	466,164	\$ -	\$ -
	Year 3	38,847	12	Months	466,164	\$ -	\$ -
	Year 4	38,847	12	Months	466,164	\$ -	\$ -
	Year 5	38,847	12	Months	466,164	\$ -	\$ -
	Year 6	38,847	12	Months	466,164	\$ -	\$ -
	Year 7	38,847	12	Months	466,164	\$ -	\$ -
<b>Total:</b>							\$ -

Bulk	Year 1	38,369	12	Months	460,428	\$ -	\$ -	
	Year 2	38,369	12	Months	460,428	\$ -	\$ -	
	Year 3	38,369	12	Months	460,428	\$ -	\$ -	
	Year 4	38,369	12	Months	460,428	\$ -	\$ -	
	Year 5	38,369	12	Months	460,428	\$ -	\$ -	
	Year 6	38,369	12	Months	460,428	\$ -	\$ -	
	Year 7	38,369	12	Months	460,428	\$ -	\$ -	
Bulk Additional Service	Per Cubic Yard Collected		10,000	CY		\$ -	\$ -	
Bulk Code Compliance Service	Per Pick-up *		800	Pickup		\$ 100.00	\$ 80,000.00	
<b>Total:</b>							\$ -	\$ 80,000.00

\* Price will be adjusted at same percent as Bulk services annually

Submitted by: \_\_\_\_\_  
 Firm/Company: \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**All Services Combined**

All Services Cobined	Description	Quantity Per Month	# of Units	UOM	Total Annual Quantity	Unit Cost	Annual Total
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 1	38,847	12	Months	466,164		\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 2	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 3	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 4	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 5	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 6	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 7	38,847	12	Months	466,164	\$ -	\$ -
Bulk Additional Service	Per Cubic Yard Collected		10,000	CY		\$ -	\$ -
Bulk Code Compliance Service	Per Pick-up *		800	Pickup		\$ 100.00	\$ 80,000.00
Knuckleboom Loader w/ Debris Grapple	DISASTER SERVICES - Includes Equipment and Operator		1	Hr.		\$ -	\$ -

\* Price will be adjusted at same percent as Bulk services annually

**Total: \$ 80,000.00**

Submitted by:

Firm/Company: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Sale of Bulk Fleet - Peterson Lightning Grapple Loaders**

Item	Description	Quantity	Offer
1	V10119	1	\$ -
2	V10120	1	\$ -
3	V10121	1	\$ -
4	V10122	1	\$ -
5	V10123	1	\$ -
6	V10235	1	\$ -
7	V10236	1	\$ -
8	V10237	1	\$ -
9	V10238	1	\$ -
10	V10239	1	\$ -
11	V10240	1	\$ -
12	V10241	1	\$ -
13	V10242	1	\$ -
14	V10475	1	\$ -
15	V7071	1	\$ -
16	V7072	1	\$ -
17	V7073	1	\$ -
18	V7089	1	\$ -
19	V7090	1	\$ -
20	V7091	1	\$ -
21	V7092	1	\$ -

**Total Combined Offer \$ -**

**Submitted by:**

**Firm/Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

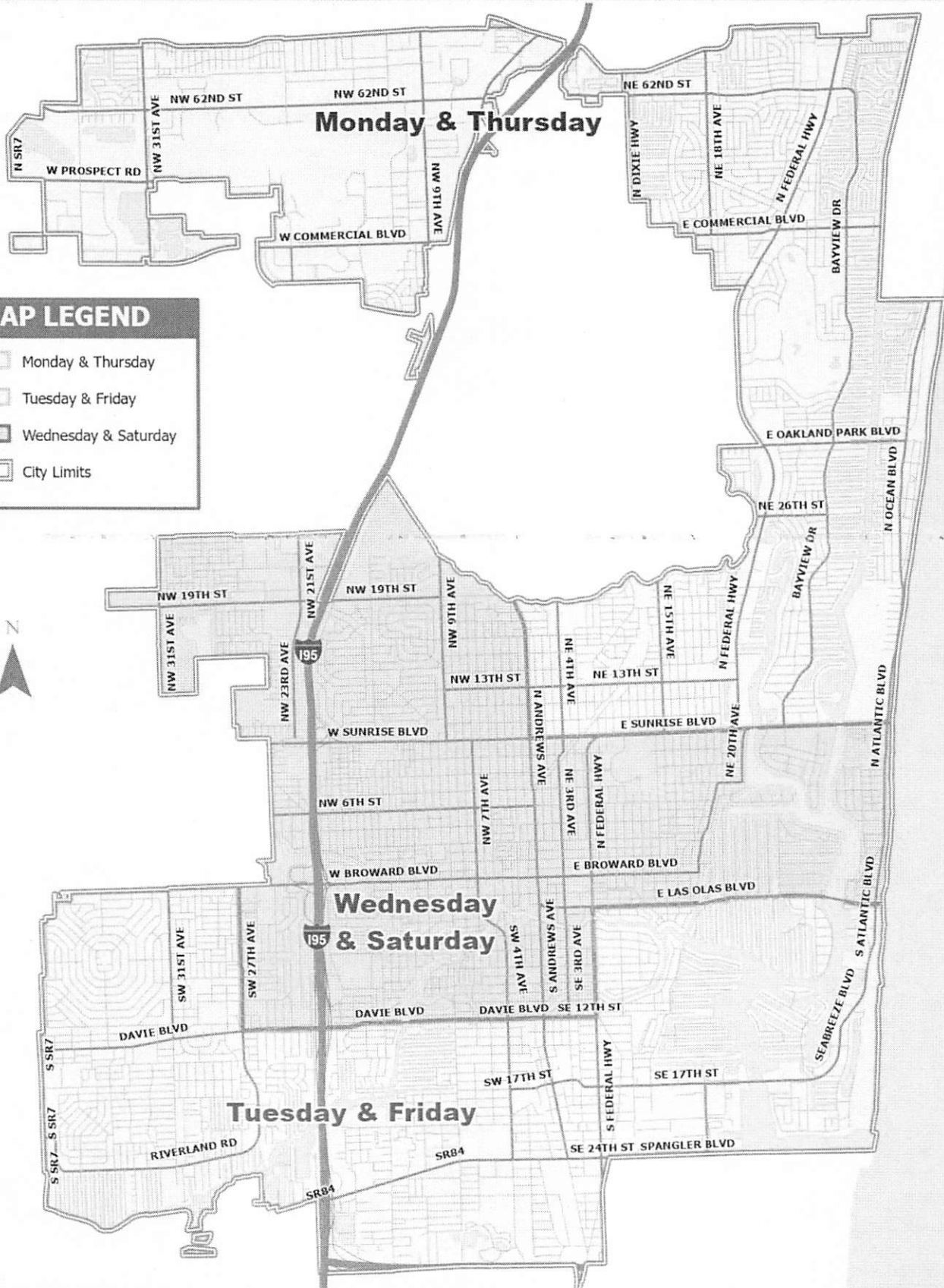
**Title:** \_\_\_\_\_

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

# EXHIBIT "A"



## CITY OF FORT LAUDERDALE - TRASH PICKUP



**MAP LEGEND**

- Monday & Thursday
- Tuesday & Friday
- Wednesday & Saturday
- City Limits

24-Hour Customer Service Center  
Call: (954) 828-8000

CAM #22-1172

Exhibit 7

Page 71 of 141

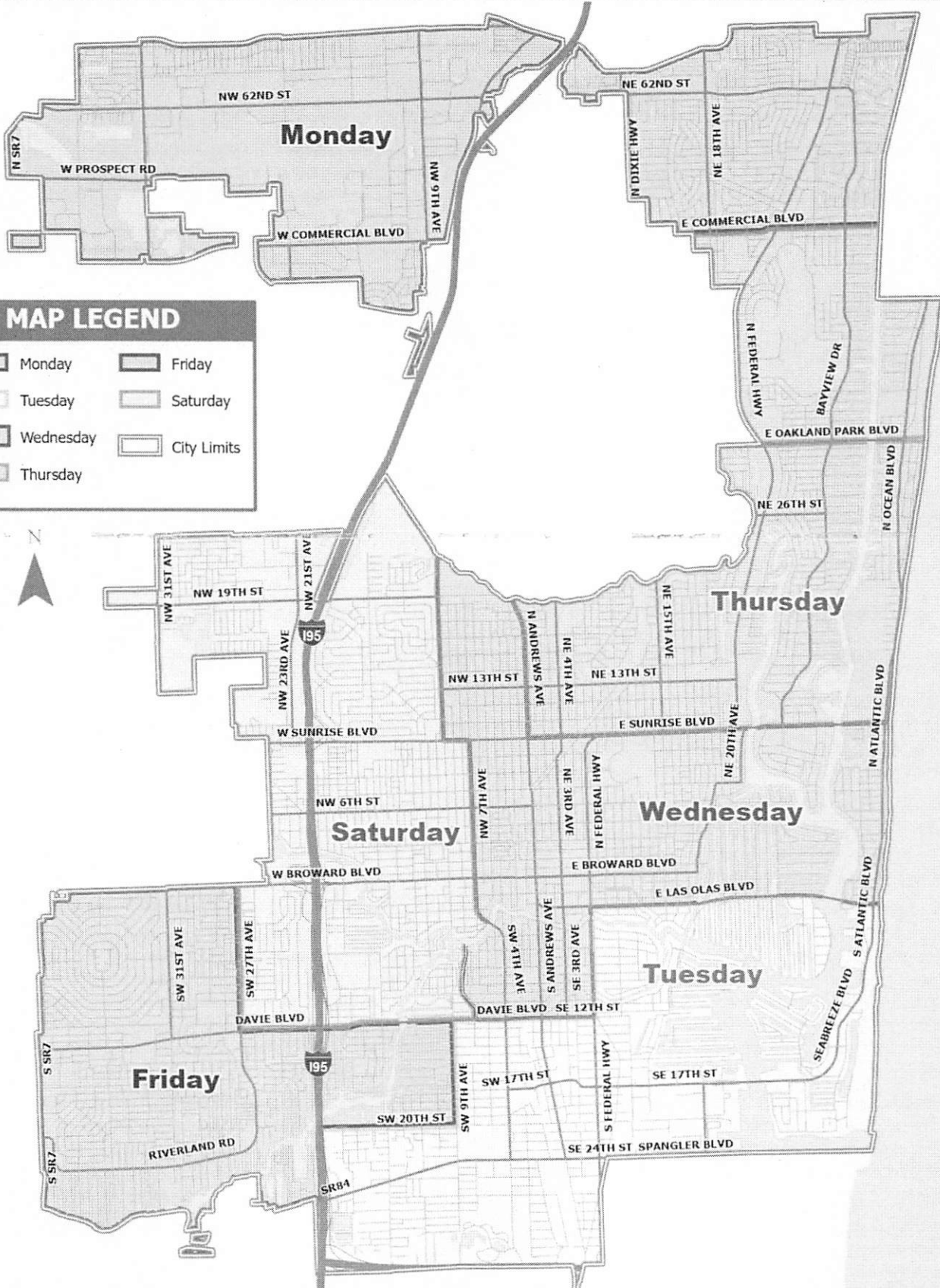


# EXHIBIT "A"

## CITY OF FORT LAUDERDALE - YARD WASTE PICKUP

**MAP LEGEND**

	Monday		Friday
	Tuesday		Saturday
	Wednesday		City Limits
	Thursday		



24-Hour Customer Service Center  
Call: (954) 828-8000

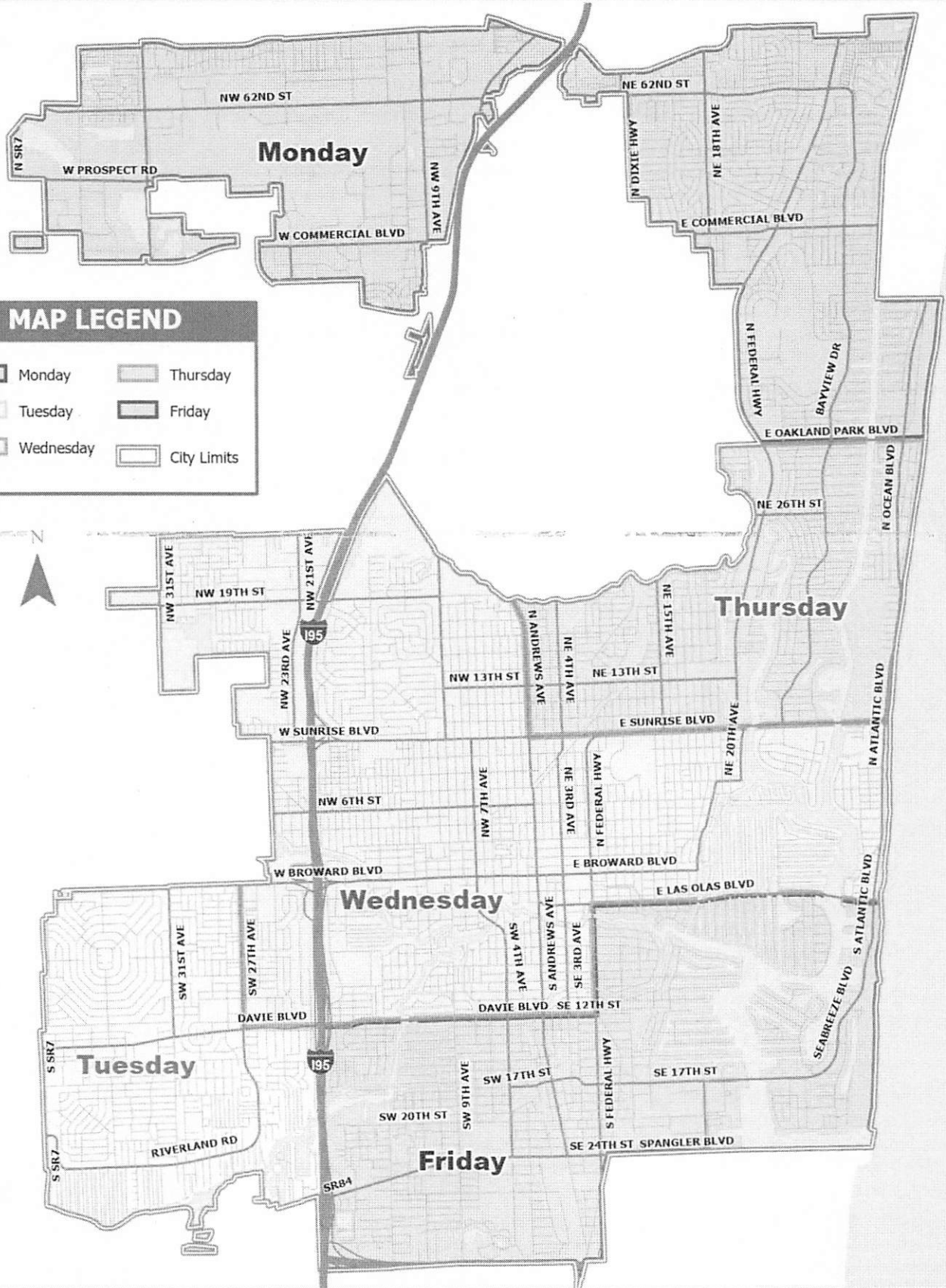
CAM #22-1172

Exhibit 7

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# CITY OF FORT LAUDERDALE - RECYCLE PICKUP



24-Hour Customer Service Center  
 Call: (954) 828-8000

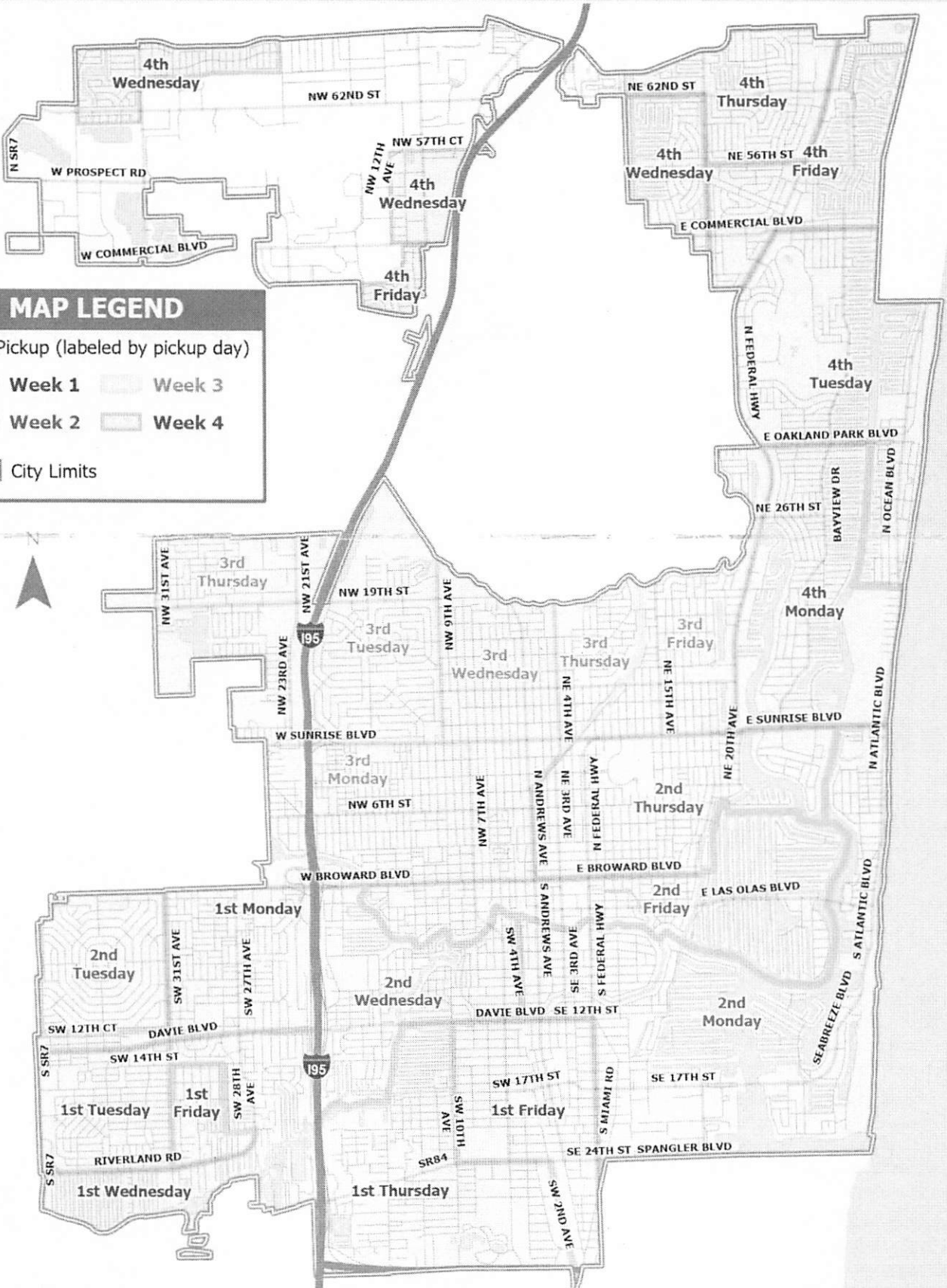


# CITY OF FORT LAUDERDALE - BULK TRASH PICKUP

**MAP LEGEND**

Bulk Pickup (labeled by pickup day)

	<b>Week 1</b>		<b>Week 3</b>
	<b>Week 2</b>		<b>Week 4</b>
	<b>City Limits</b>		



24-Hour Customer Service Center  
 Call: (954) 828-8000



LOCATION NAME	SERVICE ADDRESS	CONTAINER SIZE	Trash, T, Yard Waste (G) or Recycle (Y)	FREQUENCY	NUMBER OF CONTAINERS	Notes
11TH AVENUE BRIDGE	425 SW 11TH AVENUE	96 G	T	2	1	
AIRPORT	5555 NW 15TH AVENUE	8 YD	T	2	1	
AIRPORT MAINTENANCE	2020 EXECUTIVE AIRPORT WAY	8 YD	T	3	1	
BASS PARK	2750 NW 19 STREET	4 YD	T	3	1	
CART SHOP	1901 NW 6 STREET	4 YD	T	2	2	
CARTER PARK	1450 W SUNRISE BOULEVARD	8 YD	T	3	2	
CARTER PARK	1450 W SUNRISE BOULEVARD	96 G	Y	1	2	
CITY OF FORT LAUDERDALE - AIRPORT	6000 EXECUTIVE AIRPORT WAY AVENUE	6 YD	Y	1	1	
CMS	4250 NW 10TH AVENUE	4 YD	T	2	1	
CMS	4250 NW 10TH AVENUE	4 YD	Y	1	1	
COMMUNITY POLICE	533 NE 13TH STREET	2 YD	T	2	1	
COMMUNITY POLICE	533 NE 13TH STREET	96 G	Y	1	2	
COMMUNITY REDEVELOPMENT	914 NW 6TH STREET	96 G	Y	1	1	
COOLEYS LANDING	450 COOLEY AVENUE	6 YD	Y	2	1	
COOLEYS LANDING	450 COOLEY AVENUE	8 YD	T	5	1	
COOLEYS LANDING	450 COOLEY AVENUE	96 G	Y	1	3	
CROISSANT PARK	245 W PARK DRIVE	96 G	Y	1	3	
CROISSANT PARK REC CENTER	245 W PARK DRIVE	2 YD	T	3	1	
DEVELOPMENT SERVICES DEPARTMENT	700 NW 19TH AVENUE	6 YD	T	2	1	
DEVELOPMENT SERVICES DEPARTMENT	700 NW 19TH AVENUE	96 G	Y	1	6	
EXECUTIVE AIRPORT	6000 NW 21ST AVENUE	2 YD	T	2	1	
EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING	6000 NW 21ST AVENUE	6 YD	Y	2	1	
EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING	6000 NW 21ST AVENUE	96 G	Y	1	2	
EXECUTIVE AIRPORT- CUSTOMS BUILDING	6000 NW 21ST AVENUE	6 YD	T	2	1	
FIRE MUSEUM	1022 W LAS OLAS BLVD	96 G	T	2	2	
FIRE MUSEUM	1022 W LAS OLAS BLVD	65 G	Y	1	2	
FIRE STATION # 49	1015 SEABREEZE BOULEVARD	96G	Y	2	3	
FIRE STATION # 49	1015 SEABREEZE BOULEVARD	4 YD	T	2	1	
FIRE STATION #3	2801 SW 4TH AVENUE	65G	Y	1	4	
FIRE STATION #3	2801 SW 4TH AVENUE	2 YD	T	2	1	
FIRE STATION # 8	1717 SW 1ST AVE	96G	T	2	4	
FIRE STATION # 8	1717 SW 1ST AVE	65 G	Y	1	4	
FIRE STATION # 53	2200 EXECUTIVE WAY	96 G	Y	2	3	
FIRE STATION # 53	2200 EXECUTIVE WAY	3 YD	T	2	1	
FIRE STATION #13	2871 E SUNRISE BOULEVARD	6 YD	T	2	1	
FIRE STATION #13	2871 E SUNRISE BOULEVARD	96 G	Y	1	3	
FIRE STATION #29	2002 NE 16TH ST	96 G	T	2	5	
FIRE STATION #29	2002 NE 16TH ST	96 G	Y	1	2	
FIRE STATION #35	1969 E COMMERCIAL BOULEVARD	96 G	T	2	2	
FIRE STATION #35	1969 E COMMERCIAL BOULEVARD	96G	Y	1	2	
FIRE STATION #47	1000 SW 27TH AVENUE	3 YD	T	2	1	
FIRE STATION #47	1000 SW 27TH AVENUE	96 G	Y	1	1	
FIRE STATION #54	3211 NE 32ND STREET	96 G	T	2	3	

LOCATION NAME	SERVICE ADDRESS	CONTAINER SIZE	Trash (T), Yard Waste (Y) or Recycle (R)	FREQUENCY	NUMBER OF CONTAINERS	Notes
FIRE STATION #54	3211 NE 32ND STREET	96 G	Y	2	3	
FIRE STATION ADMIN/STATION 2	528 NW 2ND STREET	2 YD	T	2	1	
FIRE STATION ADMIN/STATION 2	528 NW 2ND STREET	3 YD	Y	1	1	
FIRE STATION ADMIN/STATION 2	528 NW 2ND STREET	96 G	Y	1	3	
FIRE RESCUE	601 SEABREEZE BLVD	96 G	T	2	1	
FIRE RESCUE	601 SEABREEZE BLVD	65 G	Y	1	1	
FIRES STATION #46	1515 NW 19TH ST	6 YD	T	2	1	
FLEET MANAGEMENT	220 SW 14TH AVENUE	96 G	T	2	23	
FLEET MANAGEMENT	220 SW 14TH AVENUE	96 G	Y	2	20	
FLOYD HULL STADIUM	2800 SW 8 STREET	8 YD	T	2	1	
FORT LAUDERDALE CITY HALL	100 N ANDREWS AVENUE	96 G	Y	2	16	
FORT LAUDERDALE CITY HALL	100 N ANDREWS AVENUE	4 YD	T	3	2	
FORT LAUDERDALE CITY HALL	100 N ANDREWS AVENUE	4 YD	Y	2	2	
FORT LAUDERDALE COMMUNITY CENTER	3351 NE 33RD AVENUE	4 YD	T	2	1	
FORT LAUDERDALE COMMUNITY CENTER	3351 NE 33RD AVENUE	96 G	Y	1	3	
FUEL DEPOT	949 NW 38TH STREET	8 YD	T	3	1	
GARAGE	1301 SW 1 COURT	8 YD	T	2	1	
GEORGE ENGLISH PARK	1101 BAYVIEW DRIVE	96 G	Y	1	3	
GEORGE ENGLISH PARK	1101 BAYVIEW DRIVE	96 G	T	2	4	
GTL PLANT	1765 SE 18TH STREET	96 G	Y	1	1	
GTL PLANT	1765 SE 18TH STREET	8 YD	T	2	1	
HOLIDAY PARK - TENNIS (JETC)	701 NE 12TH AVENUE	96 G	Y	1	2	
HOLIDAY PARK - FIELD	800 NE 8TH STREET	8 YD	T	2	2	
HOLIDAY PARK ACTIVITY CENTER	730 N FEDERAL HIGHWAY	6 YD	T	2	1	
HOLIDAY PARK GYM SOCIAL CENTER	HOLIDAY PARK PARKING LOT	6 YD	T	2	1	
HOLIDAY SOCIAL CENTER/SOCCER FIELD PARK	1150 G HAROLD MARTIN DR	96 G	Y	1	2	
HORTT CENTER	1700 SW 14TH COURT	96 G	Y	1	1	
INTERNAL AFFAIRS OFFICE	255 NE 3RD AVENUE	96 G	T	2	1	
INTERNAL AFFAIRS OFFICE	255 NE 3RD AVENUE	65 G	Y	1	1	
KENNELS	6201 HAWKINS ROAD	4 YD	T	2	1	
LAS OLAS CIRCLE GARAGE	200 LAS OLAS CIRCLE	4YD	T	2	1	
LAS OLAS CIRCLE GARAGE	200 LAS OLAS CIRCLE	96 G	Y	1	5	
LAS OLAS DOCKS	240 LAS OLAS CIRCLE	8 YD	T	5	5	
LAS OLAS MARINA	240 LAS OLAS CIRCLE	96 G	Y	1	10	
LAS OLAS OCEANSIDE PARK	3000 E LAS OLAS BLVD	4 YD	T	6	1	
LAUDERDALE MANORS PARK	1340 CHATEAU DRIVE	6 YD	T	2	2	
LAUDERDALE MEMORIAL OFFICE	2001 SW 4TH AVENUE	96G	Y	1	2	
MARINE PATROL	1784 SE 15 STREET	4 YD	T	3	1	
MARINE PATROL	1784 SE 15 STREET	96 G	Y	1	2	
MILLS POND PARK	2201 NW 9TH AVENUE	96 G	Y	1	16	
MILLS POND PARK	2201 NW 9TH AVENUE	8 YD	T	2	3	
OSSWALD PARK/ROCK ISLAND	2220 NW 21ST AVENUE	96 G	Y	1	3	
OSSWALD PARK/ROCK ISLAND	2555 NW 21ST AVENUE	8 YD	T	3	2	

City of Fort Lauderdale **EXHIBIT "B"**

Bid 12717-835

LOCATION NAME	SERVICE ADDRESS	CONTAINER SIZE	Trash, Yard Waste (G) or Recycle (Y)	FREQUENCY	NUMBER OF CONTAINERS	Notes
PARKER THEATER	707 NE 8TH STREET	8 YD	T	4	1	
PARKER THEATER	707 NE 8TH STREET	3 YD	T	4	1	
PARKER THEATER	707 NE 8TH STREET	96 G	Y	1	3	
PARKING ADMINISTRATION	290 NE 3RD AVENUE	4 YD	T	2	1	
PARKING ADMINISTRATION	290 NE 3RD AVENUE	96 G	Y	1	3	
PARKING ADMINISTRATION	290 NE 3RD AVENUE	2 YD	Y	1	1	
PARKING GARAGE	300 SE 1ST AVENUE	3 YD	T	2	1	
PARKS BUILDING 2 PARKS MAINTANENCE	220 SW 14TH AVENUE	96 G	Y	1	7	
PARKS BUILDING 2 PARKS MAINTANENCE	220 SW 14TH AVENUE	65 G	T	2	4	
PARKS BUILDING 3 GEN SRVCS	220 SW 14TH AVENUE	65 G	T	2	3	
PARKS BUILDING 3 GEN SRVCS	220 SW 14TH AVENUE	96 G	Y	1	3	
PARKS BUILDING 7 SANITATION	220 SW 14TH AVENUE	96 G	Y	1	4	
PARKS COMPOUND GARAGE	220 SW 14TH AVENUE	96 G	Y	1	3	
PARKS COMPOUND GAS	220 SW 14TH AVENUE	96 G	Y	1	1	
PARKS COMPOUND GAS	220 SW 14TH AVENUE	65 G	Y	1	4	
PARKS OPERATIONS	260 SW 14TH AVENUE	8 YD	T	2	1	
PARKS SANITATION SW 14TH AVENUE	220 SW 14TH AVENUE	6 YD	Y	1	1	
PARKS SANITATION SW 14TH AVENUE	220 SW 14TH AVENUE	65 G	T	2	7	
PEELE DIXIE WATER PLANT	1500 S STATE ROAD 7	4 YD	T	2	1	
PEELE DIXIE WATER PLANT	1500 S STATE ROAD 7	96 G	Y	1	1	
PENSION OFFICE	316 NE 4TH STREET	96 G	T	2	1	
PENSION OFFICE	316 NE 4TH STREET	96 G	Y	1	1	
PERFORMING ARTS CENTER	201 SW 5th AVENUE	8 YD	T	7	2	
PERFORMING ARTS CENTER	201 SW 5th AVENUE	8 YD	Y	3	1	
PERFORMING ARTS CENTER- PARKING GARAGE	101 SW 5TH AVENUE	2 YD	T	6	3	
POINCIANA PARK PRINT SHOP	401 SE 21ST STREET	2 YD	T	2	1	
POINCIANA PARK PRINT SHOP	401 SE 21ST STREET	96G	Y	1	2	
POLICE DEPARTMENT	1300 W BROWARD BOULEVARD	6 YD	Y	1	2	
POLICE DEPARTMENT	1300 W BROWARD BOULEVARD	8 YD	T	7	1	
POLICE DEPARTMENT	1300 W BROWARD BOULEVARD	96 G	Y	1	10	
POLICE DEPARTMENT	1350 W BROWARD BOULEVARD	96 G	Y	2	4	
POLICE EVIDENCE WAREHOUSE	1600 NE 12TH TERRACE	2 YD	T	2	1	
POLICE EVIDENCE WAREHOUSE	1600 NE 12TH TERRACE	96 G	Y	1	4	
POLICE MOUNTED UNIT	1201 HOLIDAY PARK CIRCLE	4 YD	T	2	1	
POLICE MOUNTED UNIT	1201 HOLIDAY PARK CIRCLE	65 G	G	2	17	
POLICE SUBSTATION	1291 NW 6TH STREET	65G	T	2	2	
PUBLIC WORKS/SURVEY TRAILER	949 NW 38TH STREET	96 G	Y	1	1	
PUBLIC WORKS/SURVEY TRAILER	949 NW 38TH STREET	65G	T	2	1	
PUBLIC WORKS/UTILITIES ADMIN	949 NW 38TH STREET	2 YD	Y	2	1	
PUBLIC WORKS/UTILITIES ADMIN	949 NW 38TH STREET	96 G	Y	1	6	
PUBLIC WORKS/UTILITIES ADMIN	949 NW 38TH STREET	6 YD	T	2	2	
PUBLIC WORKS/UTILITIES ADMIN	949 NW 38TH STREET	65G	T	2	1	
PUBLIC WORKS/UTILITIES/FIVEASH	4321 NW 9TH AVENUE	96 G	Y	2	2	

City of Fort Lauderdale EXHIBIT "B"

Bid 12717-835

LOCATION NAME	SERVICE ADDRESS	CONTAINER SIZE	Trash (T), Yard Waste (G) or Recycle (Y)	FREQUENCY	NUMBER OF CONTAINERS	Notes
RIVERLAND PARK	950 SW 27TH AVENUE	6 YD	T	2	1	
RIVERLAND PARK	950 SW 27TH AVENUE	96 G	Y	1	2	
RIVERSIDE PARK	555 SW 11th AVENUE	96 G	Y	1	1	
RIVERWALK CENTER	155 SW 2ND ST	6 YD	T	3	1	
RIVERWALK CENTER	155 SW 2ND ST	65 G	Y	1	1	
SNYDER NURSERY PARK	3398 SW 9TH AVENUE	96 G	Y	1	10	
SNYDER PARK	3398 SW 9TH AVENUE	96 G	Y	1	5	
SOUTH BEACH PARKING LOT	600 SEABREEZE BOULEVARD	4 YD	T	6	6	
SOUTH BEACH PARKING LOT	600 SEABREEZE BOULEVARD	6 YD	Y	1	1	
SOUTHSIDE CULTURAL ARTS CTR	701 S ANDREWSAVE	8 YD	T	2	1	
SUN TROLLEY PARKING	130 NW 1ST AVENUE	96 G	Y	1	3	
SUNSET MEMORIAL GARDEN	3201 NW 19TH STREET	96G	Y	1	1	
WARFIELD PARK	1000 N ANDREWS AVENUE	2 YD	T	2	1	
WARFIELD PARK	1000 N ANDREWS AVENUE	96 G	Y	1	3	





**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, Bidders 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**

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 (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, 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 (2021), 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 (2021), 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 (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

**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. 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 Bidders 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.
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- 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 Chief Procurement Officer 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 which 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, is 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 Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:  
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest 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\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

#### **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, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** 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.

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- 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and 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 (2021), 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 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 this 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 this 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.

**REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name:**

Address:  //

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:  //

**2. Company Name:**

Address:  //

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:  //

**3. Company Name:**

Address:  //

Contact:

Phone #:  Email:

Contract Value:  Year:

Description:  //

4. **Company Name:**

Address: //

Contact:

Phone #:  Email:

Contract Value:  Year:

Description: //

5. **Company Name:**

Address: //

Contact:

Phone #:  Email:

Contract Value:  Year:

Description: //

**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 these credit cards 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

.....  
Date

.....  
Title

**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:

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com 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 MBE / SBE / WBE (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>

**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. **You must also click the "Take Exception" button.**

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

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP No. 12717-835  
Residential Curbside Collection Services

ISSUED: 8/31/2022

This addendum is being issued to make the following change(s):

1. In response to question 48: change in Section 2.37.

WAS:

### **2.37 Service Test Period**

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

REVISED:

### **2.37 Service Test Period – N/A**

2. In response to question 74: change in Section 2.29

WAS:

### **2.29 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.

REVISED:

### **2.29 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.

Except in the case of Contractor's negligence or misconduct, Contractor shall not be liable for any damages to pavement, curbing or other driving surface resulting from the weight of its trucks and equipment.



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3. In response to questions 122 and 129: Multi-Family Account List Provided
4. In response to questions 123: Commercial Account List Provided

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

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

MAILING_ADDR_1	S_CITY	S_PROVINCE	S_POSTAL_CODE
835 SW 4TH ST	FORT LAUDERDALE	FL	33312
1820 NW 9TH ST	FORT LAUDERDALE	FL	33311-692220
420 NE 14TH AVE	FORT LAUDERDALE	FL	33301
121 NE 17TH AVE	FORT LAUDERDALE	FL	33301-380221
609 NE 10TH AVE	FORT LAUDERDALE	FL	33304-467109
3010 NW 69TH CT	FORT LAUDERDALE	FL	33309-135310
2717 SW 7TH ST	FORT LAUDERDALE	FL	33312
4317 NE 21ST AVE	FORT LAUDERDALE	FL	33308
2918 BANYAN ST	FORT LAUDERDALE	FL	33316
520 SW 27TH TER	FORT LAUDERDALE	FL	33312
1637 NE 5TH CT	FORT LAUDERDALE	FL	33301-132937
924 N VICTORIA PARK RD	FORT LAUDERDALE	FL	33304-447824
1225 SW 4TH ST E BLDG	FORT LAUDERDALE	FL	33301
711 SE 14TH CT	FORT LAUDERDALE	FL	33316
415 NE 2ND AVE	FORT LAUDERDALE	FL	33301
6930 NW 31ST AVE	FORT LAUDERDALE	FL	33309-122030
1575 PONCE DE LEON DR	FORT LAUDERDALE	FL	33316-1323753
218 SW 20TH ST	FORT LAUDERDALE	FL	33315
628 NE 8TH AVE	FORT LAUDERDALE	FL	33304
53 ISLE OF VENICE DR	FORT LAUDERDALE	FL	33301
821 NE 19TH AVE	FORT LAUDERDALE	FL	33304
708 SW 13TH AVE	FORT LAUDERDALE	FL	33312
808 SE 13TH ST	FORT LAUDERDALE	FL	33316
1112 NE 17TH TER	FORT LAUDERDALE	FL	33304
1517 SE 15TH ST	FORT LAUDERDALE	FL	33316
1516 NE 6TH ST	FORT LAUDERDALE	FL	33304
2010 NE 17TH CT	FORT LAUDERDALE	FL	33305
1491 NW 22ND CT	FORT LAUDERDALE	FL	33311
305 SW 22ND ST	FORT LAUDERDALE	FL	33315
1020 SW 15TH TER	FORT LAUDERDALE	FL	33312
624 NW 14TH AVE	FORT LAUDERDALE	FL	33311
830 NE 20TH AVE	FORT LAUDERDALE	FL	33304
1130 NE 5TH TER	FORT LAUDERDALE	FL	33304
4109 NE 21ST AVE	FORT LAUDERDALE	FL	33308
300 NE 14TH AVE	FORT LAUDERDALE	FL	33301-175300
420 NW 15TH WAY	FORT LAUDERDALE	FL	33311
15 SE 10TH ST	FORT LAUDERDALE	FL	33316
2748 NE 15TH ST	FORT LAUDERDALE	FL	33304
712 NE 13TH CT	FORT LAUDERDALE	FL	33304
4313 NE 21ST AVE	FORT LAUDERDALE	FL	33308
1437 NE 56TH ST	FORT LAUDERDALE	FL	33334-611137
2610 NE 13TH CT	FORT LAUDERDALE	FL	33304
1224 NE 15TH AVE	FORT LAUDERDALE	FL	33304
440 NW 22ND AVE	FORT LAUDERDALE	FL	33311-771840
401 SE 20TH ST	FORT LAUDERDALE	FL	33316
917 NW 3RD AVE	FORT LAUDERDALE	FL	33311
2740 NE 15TH ST	FORT LAUDERDALE	FL	33304
2700 NE 56TH CT	FORT LAUDERDALE	FL	33308

240 SW 23RD ST	FORT LAUDERDALE	FL	33315-253940
525 NE 17TH WAY	FORT LAUDERDALE	FL	33301-136325
5400 NE 17TH TER	FORT LAUDERDALE	FL	33334-583500
425 NE 8TH ST	FORT LAUDERDALE	FL	33304-264225
508 HENDRICKS ISLE	FORT LAUDERDALE	FL	33301
2325 NE 33RD AVE	FORT LAUDERDALE	FL	33305-184625
560 NE 15TH AVE	FORT LAUDERDALE	FL	33301-135660
1050 SW 28TH ST	FORT LAUDERDALE	FL	33315-294450
304 SE 21ST ST	FORT LAUDERDALE	FL	33316
627 NE 8TH AVE	FORT LAUDERDALE	FL	33304-465827
1200 NE 14TH AVE	FORT LAUDERDALE	FL	33304
3310 NE 18TH ST	FORT LAUDERDALE	FL	33305-372110
631 NE 8TH AVE	FORT LAUDERDALE	FL	33304
4411 NE 21ST AVE	FORT LAUDERDALE	FL	33308-560311
1825 NE 26TH AVE	FORT LAUDERDALE	FL	33305
315 SE 11TH AVE	FORT LAUDERDALE	FL	33301
708 NE 14TH AVE	FORT LAUDERDALE	FL	33304-283408
5721 NE 18TH AVE	FORT LAUDERDALE	FL	33334-621799
3001 NW 68TH ST	FORT LAUDERDALE	FL	33309-134401
3000 NW 69TH CT	FORT LAUDERDALE	FL	33309-135300
525 NE 14TH CT	FORT LAUDERDALE	FL	33304-111425
1017 SE 2ND ST	FORT LAUDERDALE	FL	33301
301 SW 9TH AVE	FORT LAUDERDALE	FL	33312-2512
419 SE 19TH ST	FORT LAUDERDALE	FL	33316
1710 NE 8TH ST	FORT LAUDERDALE	FL	33304-3454100
1692 NE 9TH ST	FORT LAUDERDALE	FL	33304-440592
1821 NW 8TH PL	FORT LAUDERDALE	FL	33311-691621
1501 NE 9TH ST	FORT LAUDERDALE	FL	33304-443701
100 SE 7TH ST	FORT LAUDERDALE	FL	33301
808 NE 16TH TER	FORT LAUDERDALE	FL	
801 SW 14TH TER	FORT LAUDERDALE	FL	33312
2616 NE 13TH CT	FORT LAUDERDALE	FL	33304-150616
837 NE 17TH AVE	FORT LAUDERDALE	FL	33304
1105 NE 15TH ST	FORT LAUDERDALE	FL	33304
1303 S MIAMI RD	FORT LAUDERDALE	FL	33316
1100 NE 18TH CT	FORT LAUDERDALE	FL	33305
729 SW 4TH CT	FORT LAUDERDALE	FL	33312
826 SE 14TH ST	FORT LAUDERDALE	FL	33316-208799
517 NE 2ND AVE	FORT LAUDERDALE	FL	33301-3231173
1415 SW 9TH ST	FORT LAUDERDALE	FL	33312
1301 NE 11TH ST	FORT LAUDERDALE	FL	33304-221501
628 NE 7TH AVE	FORT LAUDERDALE	FL	33304-464928
904 NW 3RD AVE	FORT LAUDERDALE	FL	33311
701 NE 7TH AVE	FORT LAUDERDALE	FL	33304
301 SW 20TH ST	FORT LAUDERDALE	FL	33315
317 HENDRICKS ISLE	FORT LAUDERDALE	FL	33301
1217 SE 1ST AVE	FORT LAUDERDALE	FL	33316-180117
412 SE 21ST ST	FORT LAUDERDALE	FL	33316
3541 DAVIE BLVD	FORT LAUDERDALE	FL	33312-343741

1310 S MIAMI RD	FORT LAUDERDALE	FL	33316
3007 ALHAMBRA ST	FORT LAUDERDALE	FL	33304
1532 SE 12TH ST	FORT LAUDERDALE	FL	33316-1434327
124 HENDRICKS ISLE	FORT LAUDERDALE	FL	33301-3703241
609 BAYSHORE DR	FORT LAUDERDALE	FL	33304
901 SE 2ND ST	FORT LAUDERDALE	FL	33301
715 TEQUESTA ST	FORT LAUDERDALE	FL	33312-256899
708 SE 14TH CT	FORT LAUDERDALE	FL	33316
1824 CORAL RIDGE DR	FORT LAUDERDALE	FL	33305-353024
704 SE 14TH CT	FORT LAUDERDALE	FL	33316
1451 NW 20TH ST	FORT LAUDERDALE	FL	33311-352351
2011 NE 17TH ST	FORT LAUDERDALE	FL	33305
917 NE 17TH AVE	FORT LAUDERDALE	FL	33304
212 SW 22ND ST	FORT LAUDERDALE	FL	33315
1038 NE 12TH AVE	FORT LAUDERDALE	FL	33304-225999
6820 NW 31ST AVE	FORT LAUDERDALE	FL	33309-121820
2625 NE 13TH CT	FORT LAUDERDALE	FL	33304-150525
553 SW 13TH AVE	FORT LAUDERDALE	FL	33312-242453
1132 NE 17TH TER	FORT LAUDERDALE	FL	33304-242832
412 NE 14TH AVE	FORT LAUDERDALE	FL	33301
912 SW 22ND AVE	FORT LAUDERDALE	FL	33312
6821 NW 30TH AVE	FORT LAUDERDALE	FL	33309-133521
6840 NW 31ST AVE	FORT LAUDERDALE	FL	33309-121840
932 N VICTORIA PK RD	FORT LAUDERDALE	FL	33304
1871 SW 25TH ST	FORT LAUDERDALE	FL	33315-223371
714 NE 14TH AVE	FORT LAUDERDALE	FL	33304-2834145
1301 NE 6TH ST	FORT LAUDERDALE	FL	33304
3028 SEVILLE ST	FORT LAUDERDALE	FL	33304
1021 NE 16TH TER	FORT LAUDERDALE	FL	33304-233021
1033 NW 3RD AVE	FORT LAUDERDALE	FL	33311
1308 BAYVIEW DR	FORT LAUDERDALE	FL	33304
3020 NW 69TH CT	FORT LAUDERDALE	FL	33309-135320
402 NE 7TH AVE	FORT LAUDERDALE	FL	33301
1517 NE 5TH TER	FORT LAUDERDALE	FL	33304
4911 NE 19TH AVE	FORT LAUDERDALE	FL	33308
5891 NE 18TH AVE	FORT LAUDERDALE	FL	33334
1921 NE 56TH ST	FORT LAUDERDALE	FL	33308-245121
1125 NE 16TH AVE	FORT LAUDERDALE	FL	33304-231625
620 SW 7TH ST	FORT LAUDERDALE	FL	33315
5230 NE 14TH WAY	FORT LAUDERDALE	FL	33334
1140 NE 5TH AVE	FORT LAUDERDALE	FL	33304
221 SE 12TH AVE	FORT LAUDERDALE	FL	33301-364821
5921 NE 18TH AVE	FORT LAUDERDALE	FL	33334
15 SE 18TH CT	FORT LAUDERDALE	FL	33316
5601 NE 16TH AVE	FORT LAUDERDALE	FL	33334
417 SE 16TH CT	FORT LAUDERDALE	FL	33316
1815 MIDDLE RIVER DR	FORT LAUDERDALE	FL	33305-353515
740 SW 2ND ST	FORT LAUDERDALE	FL	33312
1219 NE 14TH AVE	FORT LAUDERDALE	FL	33304

208 SE 21ST ST	FORT LAUDERDALE	FL	33316
912 N VICTORIA PK RD	FORT LAUDERDALE	FL	33304
2008 SE 4TH AVE	FORT LAUDERDALE	FL	33316
1416 NE 5TH CT	FORT LAUDERDALE	FL	33301
104 SE 11TH AVE	FORT LAUDERDALE	FL	33301
2713 NE 15TH ST	FORT LAUDERDALE	FL	33304
1120 SW 29TH ST	FORT LAUDERDALE	FL	33315
1229 SE 1ST AVE	FORT LAUDERDALE	FL	33316-183399
1119 W LAS OLAS BLVD	FORT LAUDERDALE	FL	33312
1301 SE 2ND CT	FORT LAUDERDALE	FL	33301
2020 BAYVIEW DR	FORT LAUDERDALE	FL	33305-363920
1313 NE 1ST ST	FORT LAUDERDALE	FL	33301-171113
807 NW 2ND ST	FORT LAUDERDALE	FL	33311
905 NE 17TH CT	FORT LAUDERDALE	FL	33305
905 SE 15TH ST	FORT LAUDERDALE	FL	33316
1640 SW 4TH AVE	FORT LAUDERDALE	FL	33315
207 SE 10TH TER	FORT LAUDERDALE	FL	33301-360207
813 SW 14TH AVE	FORT LAUDERDALE	FL	33312
999 NE 18TH CT	FORT LAUDERDALE	FL	33305
1408 NE 6TH ST	FORT LAUDERDALE	FL	33304
251 SE 23RD ST	FORT LAUDERDALE	FL	33316
1407 SE 2ND ST	FORT LAUDERDALE	FL	33301-396807
2401 NE 25TH PL	FORT LAUDERDALE	FL	33305-160301
1109 NE 17TH AVE	FORT LAUDERDALE	FL	33304-242309
1671 NE 56TH ST	FORT LAUDERDALE	FL	33334
719 SE 15TH ST	FORT LAUDERDALE	FL	33316
1510 NE 26TH AVE	FORT LAUDERDALE	FL	33304-152010
3031 NE 21ST TER	FORT LAUDERDALE	FL	33306
1251 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-603351
430 NW 13TH AVE	FORT LAUDERDALE	FL	33311-807730
1341 NE 5TH TER	FORT LAUDERDALE	FL	33304-110241
912 HIMMARSHEE ST	FORT LAUDERDALE	FL	33312-165312
617 SE 15TH ST	FORT LAUDERDALE	FL	33316
4105 NE 21ST AVE	FORT LAUDERDALE	FL	33308
1807 MIDDLE RIVER DR	FORT LAUDERDALE	FL	33305-353507
2061 NE 51ST CT	FORT LAUDERDALE	FL	33308-372261
835 NE 14TH CT	FORT LAUDERDALE	FL	33304
1180 SW 26TH AVE	FORT LAUDERDALE	FL	33312-301880
325 SUNSET DR	FORT LAUDERDALE	FL	33301
1337 NE 5TH TER	FORT LAUDERDALE	FL	33304
716 SE 18TH ST	FORT LAUDERDALE	FL	33316
600 SW 13TH AVE	FORT LAUDERDALE	FL	33312
904 SE 14TH CT	FORT LAUDERDALE	FL	33316
907 INTRACOASTAL DR	FORT LAUDERDALE	FL	33304
840 NW 3RD ST APT 3	FORT LAUDERDALE	FL	33311-900503
431 NW 12TH AVE	FORT LAUDERDALE	FL	33311-803631
716 NE 7TH ST	FORT LAUDERDALE	FL	33304-272216
1230 NE 16TH PL	FORT LAUDERDALE	FL	33305-317530
700 NE 14TH AVE	FORT LAUDERDALE	FL	33304-2834000

813 SW 29TH ST	FORT LAUDERDALE	FL	33315
2770 NE 15TH ST	FORT LAUDERDALE	FL	33304
1635 NE 5TH CT	FORT LAUDERDALE	FL	33301
801 SE 2ND CT	FORT LAUDERDALE	FL	33301
490 SE 21ST ST	FORT LAUDERDALE	FL	33316
2600 NE 15TH ST	FORT LAUDERDALE	FL	33304
9 SW 10TH ST	FORT LAUDERDALE	FL	33315
1853 SE 1ST AVE	FORT LAUDERDALE	FL	33316-287653
1834 MIDDLE RIVER DR	FORT LAUDERDALE	FL	33305-353634
1529 NE 26TH AVE	FORT LAUDERDALE	FL	33304-151929
1228 NE 5TH AVE	FORT LAUDERDALE	FL	33304
1212 SE 6TH ST	FORT LAUDERDALE	FL	33301-305012
816 NE 17TH AVE	FORT LAUDERDALE	FL	33304
2600 NE 11TH CT	FORT LAUDERDALE	FL	33304
1701 NE 9TH ST	FORT LAUDERDALE	FL	33304-444201
226 SW 20TH ST	FORT LAUDERDALE	FL	33315
2990 SW 15TH AVE	FORT LAUDERDALE	FL	33315-280290
1712 SW 24TH ST	FORT LAUDERDALE	FL	33315-1855123
737 NE 16TH AVE	FORT LAUDERDALE	FL	33304
1310 NE 14TH AVE	FORT LAUDERDALE	FL	33304
924 W LAS OLAS BLVD	FORT LAUDERDALE	FL	33312
721 SW 1ST ST	FORT LAUDERDALE	FL	33312
1225 SW 4TH ST W-BLDG	FORT LAUDERDALE	FL	33312
3011 NW 68TH ST	FORT LAUDERDALE	FL	33309-134411
21 SE 11TH AVE	FORT LAUDERDALE	FL	33301
420 NE 15TH AVE	FORT LAUDERDALE	FL	33301-1304200
1121 NE 2ND ST	FORT LAUDERDALE	FL	33301-166621
3031 NW 68TH ST	FORT LAUDERDALE	FL	33309-134431
2771 NE 15TH ST	FORT LAUDERDALE	FL	33304
203 SE 10TH ST	FORT LAUDERDALE	FL	33316-102503
616 SE 19TH ST	FORT LAUDERDALE	FL	33316-351316
733 SW 13TH AVE	FORT LAUDERDALE	FL	33312
717 NE 17TH WAY	FORT LAUDERDALE	FL	33304
547 NE 16TH AVE	FORT LAUDERDALE	FL	33301
1821 NW 9TH ST	FORT LAUDERDALE	FL	33311-692121
1117 NE 16TH CT	FORT LAUDERDALE	FL	33305-313217
1141 NE 16TH AVE	FORT LAUDERDALE	FL	33304
421 SE 14TH ST	FORT LAUDERDALE	FL	33316
1450 N DIXIE HWY	FORT LAUDERDALE	FL	33304-128050
2600 SW 12TH TER	FORT LAUDERDALE	FL	33315
2601 NE 32ND ST	FORT LAUDERDALE	FL	33306-151301
1661 NE 56TH ST	FORT LAUDERDALE	FL	33334
421 SE 21ST ST	FORT LAUDERDALE	FL	33316
2733 MIDDLE RIVER DR	FORT LAUDERDALE	FL	33306-140733
210 SW 11TH ST	FORT LAUDERDALE	FL	33315-122910
3030 NW 69TH CT	FORT LAUDERDALE	FL	33309-135330
1844 NE 46TH ST	FORT LAUDERDALE	FL	33308
1232 MIAMI RD	FORT LAUDERDALE	FL	33316-206632
1037 NE 16TH TER	FORT LAUDERDALE	FL	33304-233037



713 SW 9TH TER	FORT LAUDERDALE	FL	33315-112313
1721 NE 8TH ST	FORT LAUDERDALE	FL	33304
1620 SW 25TH ST	FORT LAUDERDALE	FL	33315
918 NE 17TH TER	FORT LAUDERDALE	FL	33304
1330 NE 26TH AVE	FORT LAUDERDALE	FL	33304-156430
1208 W LAS OLAS BLVD	FORT LAUDERDALE	FL	33312-165208
5821 NE 18TH AVE	FORT LAUDERDALE	FL	33334
420 SE 22ND ST	FORT LAUDERDALE	FL	33316
2758 NE 15TH ST	FORT LAUDERDALE	FL	33304
814 SE 13TH ST	FORT LAUDERDALE	FL	33316
3200 BAYVIEW DR	FORT LAUDERDALE	FL	33306
1014 W LAS OLAS BLVD	FORT LAUDERDALE	FL	33312-715214
101 SE 11TH AVE	FORT LAUDERDALE	FL	33301-202501
6841 NW 30TH AVE	FORT LAUDERDALE	FL	33309-133541
1116 NE 12TH AVE	FORT LAUDERDALE	FL	33304-220816
1345 NE 17TH AVE	FORT LAUDERDALE	FL	33304
1012 NE 4TH ST	FORT LAUDERDALE	FL	33301-123012
500 HENDRICKS ISLE	FORT LAUDERDALE	FL	33301
3016 SEVILLE ST	FORT LAUDERDALE	FL	33304
813 SE 13TH ST	FORT LAUDERDALE	FL	33316
3021 NW 68TH ST	FORT LAUDERDALE	FL	33309-134421
408 SE 18TH CT	FORT LAUDERDALE	FL	33316

Commercial Account List

Bid 12717-835

MAILING_ADDR_1	S_CITY	S_PROVINCE	S_POSTAL_CODE
721 NE 3RD AVE	FORT LAUDERDALE	FL	33304-261921
1439 NE 13TH AVE	FORT LAUDERDALE	FL	33304-133639
300 SE 14TH ST	FORT LAUDERDALE	FL	33316-193000
3001 ALHAMBRA ST	FORT LAUDERDALE	FL	33304-430701
1535 NW 15TH AVE	FORT LAUDERDALE	FL	33311-540235
1691 NW 24TH AVE	FORT LAUDERDALE	FL	33311-451391
1000 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-103800
1141 SE 2ND AVE	FORT LAUDERDALE	FL	33316-100741
200 SE 12TH ST	FORT LAUDERDALE	FL	33316-181600
399 SE 18TH CT	FORT LAUDERDALE	FL	33316-282999
516 NE 13TH ST	FORT LAUDERDALE	FL	33304-114016
106 SE 9TH ST	FORT LAUDERDALE	FL	33316-101806
1244 S FEDERAL HWY	FORT LAUDERDALE	FL	33316-206399
501 SE 18TH CT	FORT LAUDERDALE	FL	33316-283301
1721 SE 4TH AVE	FORT LAUDERDALE	FL	33316-251521
1032 NE 15TH AVE	FORT LAUDERDALE	FL	33304-231132
1516 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103616
1208 NW 5TH ST	FORT LAUDERDALE	FL	33311
1323 SE 4TH AVE	FORT LAUDERDALE	FL	33316-191323
505 SW 2ND AVE	FORT LAUDERDALE	FL	33301-323105
1312 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-213612
2014 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-343014
1231 S FEDERAL HWY	FORT LAUDERDALE	FL	33316-206831
734 NW 7TH AVE	FORT LAUDERDALE	FL	33311-730934
745 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-743745
1400 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-184000
1212 SE 1ST AVE	FORT LAUDERDALE	FL	33316-180212
722 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-743822
1828 SE 1ST AVE	FORT LAUDERDALE	FL	33316-280228
1238 NE 6TH AVE	FORT LAUDERDALE	FL	33304-202538
735 NE 3RD AVE	FORT LAUDERDALE	FL	33304-261935
1100 SE 3RD AVE	FORT LAUDERDALE	FL	33316-111000
200 SE 13TH ST	FORT LAUDERDALE	FL	33316-182200
1408 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-184008
3904 SW 14TH ST	FORT LAUDERDALE	FL	33312-704204
408 NE 4TH ST	FORT LAUDERDALE	FL	33301-115208
12 NE 12TH AVE	FORT LAUDERDALE	FL	33301-160412
605 SE 13TH ST	FORT LAUDERDALE	FL	33316
2209 NE 54TH ST	FORT LAUDERDALE	FL	33308-322609
311 SE 25TH AVE	FORT LAUDERDALE	FL	33301-261111
655 NW 12TH AVE	FORT LAUDERDALE	FL	33311-807155
1222 SE 3RD AVE	FORT LAUDERDALE	FL	33316-190622
826 NW 6TH AVE	FORT LAUDERDALE	FL	33311-722326
1121 NE 7TH AVE	FORT LAUDERDALE	FL	33304-202621
100 SE 15TH AVE	FORT LAUDERDALE	FL	33301-390800
1313 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-183713
15 SE 9TH AVE	FORT LAUDERDALE	FL	33301-204715
400 SE 6TH ST	FORT LAUDERDALE	FL	33301-340500

517 NE 6TH ST	FORT LAUDERDALE	FL	33304-460717
1051 SE 3RD AVE	FORT LAUDERDALE	FL	33316-110751
1431 SW 21ST AVE	FORT LAUDERDALE	FL	33312-310931
4534 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520434
1811 SE 3RD AVE	FORT LAUDERDALE	FL	33316-280511
1107 SE 4TH AVE	FORT LAUDERDALE	FL	33316-111907
540 SE 6TH ST	FORT LAUDERDALE	FL	33301-341240
1321 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-183721
2200 MIAMI RD	FORT LAUDERDALE	FL	33316-351100
1218 SE 3RD AVE	FORT LAUDERDALE	FL	33316-190618
1314 SE 2ND AVE	FORT LAUDERDALE	FL	33316-181014
17 ROSE DR	FORT LAUDERDALE	FL	33316-104117
1036 NW 9TH AVE	FORT LAUDERDALE	FL	33311-622136
738 NE 3RD AVE	FORT LAUDERDALE	FL	33304-262038
615 NW 14TH WAY	FORT LAUDERDALE	FL	33311-792415
408 SE 17TH ST	FORT LAUDERDALE	FL	33316-253808
1270 SW 26TH AVE STE 2	FORT LAUDERDALE	FL	33312-302202
1600 SW 3RD AVE	FORT LAUDERDALE	FL	33315-171600
1038 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301-231438
104 SE 8TH AVE	FORT LAUDERDALE	FL	33301
255 NE 3RD AVE	FORT LAUDERDALE	FL	33301-112555
825 NE 2ND AVE	FORT LAUDERDALE	FL	33304-193425
1101 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-201101
1200 NW 19TH ST	FORT LAUDERDALE	FL	33311-362400
649 NW 15TH WAY	FORT LAUDERDALE	FL	33311-780749
650 SE 3RD AVE	FORT LAUDERDALE	FL	33301-312550
833 NE 2ND AVE	FORT LAUDERDALE	FL	33304-193433
2301 NE 26TH ST BAY E AND F	FORT LAUDERDALE	FL	33305
2500 NE 33RD AVE	FORT LAUDERDALE	FL	33305-188100
1311 SE 2ND AVE	FORT LAUDERDALE	FL	33316-180911
4608 N FEDERAL HWY	FORT LAUDERDALE	FL	33308
1950 NW 9TH AVE	FORT LAUDERDALE	FL	33311-400250
601 SW 12TH AVE	FORT LAUDERDALE	FL	33312-242001
1126 SE 3RD AVE	FORT LAUDERDALE	FL	33316-111026
1951 NE 47TH ST	FORT LAUDERDALE	FL	33308-771051
1500 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301
7 SE 13TH ST	FORT LAUDERDALE	FL	33316-181707
632 SW 4TH AVE	FORT LAUDERDALE	FL	33315-101232
811 NE 1ST AVE	FORT LAUDERDALE	FL	33304-193211
403 SW 8TH ST	FORT LAUDERDALE	FL	33315-381603
2211 NE 54TH ST	FORT LAUDERDALE	FL	33308-322611
2301 NW 15TH ST	FORT LAUDERDALE	FL	33311-514501
231 ROSE DR	FORT LAUDERDALE	FL	33316-104531
1119 SE 3RD AVE	FORT LAUDERDALE	FL	33316-110919
1520 SE 3RD AVE	FORT LAUDERDALE	FL	33316-250220
3032 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-431232
433 NW 1ST AVE	FORT LAUDERDALE	FL	33301-320133
205 SE 20TH ST	FORT LAUDERDALE	FL	33316-284805
212 SE 12TH ST	FORT LAUDERDALE	FL	33316-181612

4542 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520442
635 SW 1ST AVE	FORT LAUDERDALE	FL	33301-280535
600 SW 27TH AVE	FORT LAUDERDALE	FL	33312-214600
2151 NW 6TH ST	FORT LAUDERDALE	FL	33311-772951
320 SW 12TH ST	FORT LAUDERDALE	FL	33315-152120
1121 NW 8TH AVE	FORT LAUDERDALE	FL	33311-621821
1342 RIVERLAND RD	FORT LAUDERDALE	FL	33312
2461 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-405799
212 SE 8TH ST SUIT 102	FORT LAUDERDALE	FL	33316
921 NE 3RD AVE	FORT LAUDERDALE	FL	33304-193921
1133 SE 3RD AVE	FORT LAUDERDALE	FL	33316-110933
900 SW 31ST AVE	FORT LAUDERDALE	FL	33312-734600
2201 NE 19TH ST	FORT LAUDERDALE	FL	33305-260501
1226 SW 3RD AVE	FORT LAUDERDALE	FL	33315-150726
5447 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-320647
2125 SW 2ND AVE	FORT LAUDERDALE	FL	33315
119 ROSE DR	FORT LAUDERDALE	FL	33316-104319
1280 SW 26TH AVE SUIT 3	FORT LAUDERDALE	FL	33315
4602 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520602
3079 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-431179
1145 NE 9TH AVE	FORT LAUDERDALE	FL	33304-211045
1525 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103525
840 NE 20TH AVE	FORT LAUDERDALE	FL	33304-303640
318 NW 6TH AVE	FORT LAUDERDALE	FL	33311-915418
301 SE 20TH ST	FORT LAUDERDALE	FL	33316-285001
675 NW 22ND RD	FORT LAUDERDALE	FL	33311-776175
1523 SW 21ST AVE	FORT LAUDERDALE	FL	33312-310823
2436 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-404036
1211 E BROWARD BLVD	FORT LAUDERDALE	FL	33301
1120 NW 6TH ST	FORT LAUDERDALE	FL	33311-800820
1299 S ANDREWS AVE	FORT LAUDERDALE	FL	33316
3001 DAVIE BLVD	FORT LAUDERDALE	FL	33312-283601
103 NE 4TH ST	FORT LAUDERDALE	FL	33301-323903
318 NW 6TH AVE	FORT LAUDERDALE	FL	33311-915418
305 SE 18TH CT	FORT LAUDERDALE	FL	33316-282905
401 SE 15TH ST	FORT LAUDERDALE	FL	33316-194101
1539 SW 21ST AVE	FORT LAUDERDALE	FL	33312-311139
1420 S ANDREWS AVE UPSTAIRS	FORT LAUDERDALE	FL	33316
501 NW 1ST AVE	FORT LAUDERDALE	FL	33301-320301
1800 NW 6TH ST	FORT LAUDERDALE	FL	33311-784400
725 NW 6TH AVE	FORT LAUDERDALE	FL	33311-733125
837 NE 20TH AVE	FORT LAUDERDALE	FL	33304-303537
635 NW 14TH WAY	FORT LAUDERDALE	FL	33311-792435
1512 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103612
201 SE 19TH ST	FORT LAUDERDALE	FL	33316-283701
1409 SE 1ST AVE	FORT LAUDERDALE	FL	33316-180509
804 NE 4TH AVE	FORT LAUDERDALE	FL	33304-260404
1520 NW 5TH ST	FORT LAUDERDALE	FL	33311-883420
4595 BAYVIEW DR	FORT LAUDERDALE	FL	33308-533095

1236 SE 4TH AVE	FORT LAUDERDALE	FL	33316-191236
545 NW 7TH TER	FORT LAUDERDALE	FL	33311-814045
1000 SW 25TH AVE	FORT LAUDERDALE	FL	33301-267000
420 SE 18TH ST	FORT LAUDERDALE	FL	33316-282020
1147 NE 9TH AVE	FORT LAUDERDALE	FL	33304-211047
809 NE 20TH AVE	FORT LAUDERDALE	FL	33304-303509
9 SE 9TH AVE	FORT LAUDERDALE	FL	33301
1108 NW 1ST AVE	FORT LAUDERDALE	FL	
1225 SE 2ND AVE	FORT LAUDERDALE	FL	33316-180725
318 SE 8TH ST	FORT LAUDERDALE	FL	33316-112218
1400 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103400
320 SE 9TH ST	FORT LAUDERDALE	FL	33316-112820
1048 NE 3RD AVE	FORT LAUDERDALE	FL	33304-198748
1045 NW 1ST AVE	FORT LAUDERDALE	FL	33311-622545
1301 S ANDREWS AVE	FORT LAUDERDALE	FL	33316
1528 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103628
1220 NE 8TH AVE	FORT LAUDERDALE	FL	33304-200220
100 SE 12TH ST	FORT LAUDERDALE	FL	33316-181400
1140 BAYVIEW DR	FORT LAUDERDALE	FL	33304-254740
1406 CHATEAU PARK DR	FORT LAUDERDALE	FL	33311-595006
2465 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-404165
320 SE 18TH ST	FORT LAUDERDALE	FL	33316-281820
308 SE 14TH ST	FORT LAUDERDALE	FL	33316-193008
1212 SE 2ND AVE	FORT LAUDERDALE	FL	33316-180812
2710 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	33306-160510
2651 N FEDERAL HWY	FORT LAUDERDALE	FL	33306-142151
738 NW 22ND RD	FORT LAUDERDALE	FL	33311-683938
1211 SE 2ND AVE	FORT LAUDERDALE	FL	33316-180711
1007 NW 1ST AVE	FORT LAUDERDALE	FL	33311-622507
900 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-100000
251 PALM AVE	FORT LAUDERDALE	FL	33312-162151
15 SW 19TH AVE	FORT LAUDERDALE	FL	33312-152915
301 SE 16TH ST	FORT LAUDERDALE	FL	33316-250501
1144 SE 3RD AVE	FORT LAUDERDALE	FL	33316-111044
3122 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-432722
103 SE 20TH ST	FORT LAUDERDALE	FL	33316-284603
3212 NE 32ND ST	FORT LAUDERDALE	FL	33308-710212
1113 NE 7TH AVE	FORT LAUDERDALE	FL	33304-202613
414 NE 4TH ST	FORT LAUDERDALE	FL	33301-115214
1471 NW 19TH ST	FORT LAUDERDALE	FL	33311-350871
2480 E COMMERCIAL BLVD STE 2	FORT LAUDERDALE	FL	33308-402502
1319 SE 2ND AVE	FORT LAUDERDALE	FL	33316-180919
2127 NW 6TH ST	FORT LAUDERDALE	FL	33311-772927
207 NW 7TH AVE	FORT LAUDERDALE	FL	33311-902507
929 SUNRISE LN	FORT LAUDERDALE	FL	33304-331529
105 NE 4TH ST	FORT LAUDERDALE	FL	33301-323905
1400 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-213800
514 SE 11TH CT	FORT LAUDERDALE	FL	33316
829 NE 1ST AVE UNIT 3	FORT LAUDERDALE	FL	33304-196003

1136 SE 3RD AVE	FORT LAUDERDALE	FL	33316-111036
1509 NE 4TH AVE	FORT LAUDERDALE	FL	33304-100009
901 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304-280601
217 NE 2ND ST	FORT LAUDERDALE	FL	33301-103717
101 SW 1ST AVE	FORT LAUDERDALE	FL	33301
720 NW 4TH ST	FORT LAUDERDALE	FL	33311-901820
733 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-743733
1840 SE 1ST AVE	FORT LAUDERDALE	FL	33312
2158 NW 6TH CT	FORT LAUDERDALE	FL	33311-773858
300 SE 19TH ST	FORT LAUDERDALE	FL	33316-284000
1701 NE 14 AVE UNIT 2	FORT LAUDERDALE	FL	33305
400 SE 23RD ST	FORT LAUDERDALE	FL	33316-341000
1036 NE 3RD AVE	FORT LAUDERDALE	FL	33304-191536
829 NE 1ST AVE UNIT 4	FORT LAUDERDALE	FL	33304-196004
1701 NW 8TH CT	FORT LAUDERDALE	FL	33311-691001
315 SE 14TH ST	FORT LAUDERDALE	FL	33316-192915
1915 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-285815
2333 NW 13TH CT	FORT LAUDERDALE	FL	33311-524033
501 SW 2ND AVE	FORT LAUDERDALE	FL	33301-280801
412 SE 17TH ST	FORT LAUDERDALE	FL	33316-253812
1120 SE 3RD AVE	FORT LAUDERDALE	FL	33316-111020
1513 NE 4TH AVE	FORT LAUDERDALE	FL	33304-101213
848 NE 20TH AVE	FORT LAUDERDALE	FL	33304-303648
1100 SW 21ST ST	FORT LAUDERDALE	FL	33315-242200
1000 NW 19TH ST	FORT LAUDERDALE	FL	33311-362000
501 NE 2ND ST	FORT LAUDERDALE	FL	33301
517 SW 1ST AVE	FORT LAUDERDALE	FL	33301-280317
1216 NE 8TH AVE	FORT LAUDERDALE	FL	33304-200216
1020 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-206920
321 SE 15TH AVE	FORT LAUDERDALE	FL	33301-236621
977 NW 19TH AVE	FORT LAUDERDALE	FL	33311-695677
615 SE 8TH ST	FORT LAUDERDALE	FL	33316
321 SW 12TH ST	FORT LAUDERDALE	FL	33315-152021
827 NE 20TH AVE	FORT LAUDERDALE	FL	33304-303527
1415 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103315
1023 NW 6TH ST	FORT LAUDERDALE	FL	33311
1441 NW 20TH ST	FORT LAUDERDALE	FL	33311-352341
1132 SE 2ND AVE	FORT LAUDERDALE	FL	33316-100832
10 SW 23RD ST	FORT LAUDERDALE	FL	33315-253510
720 SW 4TH AVE	FORT LAUDERDALE	FL	33315-380220
2337 NW 13TH CT	FORT LAUDERDALE	FL	33311-524037
105 S AVENUE OF THE ARTS	FORT LAUDERDALE	FL	33312-172805
2177 NW 6TH CT	FORT LAUDERDALE	FL	33311-773777
214 SE 13TH ST	FORT LAUDERDALE	FL	33316-182214
2125 S ANDREWS AVE	FORT LAUDERDALE	FL	33316
321 SE 18TH ST	FORT LAUDERDALE	FL	33316-281721
808 NE 20TH AVE	FORT LAUDERDALE	FL	33304-303608
1417 SE 1ST AVE	FORT LAUDERDALE	FL	33316-180517
2036 NE 18TH ST	FORT LAUDERDALE	FL	33305-250836

210 NW 6TH AVE	FORT LAUDERDALE	FL	33311-915210
4600 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520600
420 SE 12TH ST	FORT LAUDERDALE	FL	33316-190220
14 ROSE DR	FORT LAUDERDALE	FL	33316-101214
733 NE 2ND AVE	FORT LAUDERDALE	FL	33304-261533
2722 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-411322
700 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-103200
1131 SE 3RD AVE	FORT LAUDERDALE	FL	33316-110931
4540 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520440
2480 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308
412 NE 4TH ST	FORT LAUDERDALE	FL	33301-115212
1820 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-372520
1800 NE 6TH CT	FORT LAUDERDALE	FL	33304-345700
1300 NW 19TH CT	FORT LAUDERDALE	FL	33311-363600
916 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-103616
3050 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-431250
818 NE 1ST AVE	FORT LAUDERDALE	FL	33304-193318
809 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-206409
2028 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	33306-110728
1213 SE 3RD AVE	FORT LAUDERDALE	FL	33316-190513
1322 SE 3RD AVE	FORT LAUDERDALE	FL	33316-190822
2525 SW 9TH AVE	FORT LAUDERDALE	FL	33315-260125
1524 SE 3RD AVE	FORT LAUDERDALE	FL	33316-250224
1439 NE 13TH AVE	FORT LAUDERDALE	FL	33304-133639
470 NE 13TH ST	FORT LAUDERDALE	FL	33304-100870
812 NW 6TH AVE	FORT LAUDERDALE	FL	33311-722312
920 NW 1ST ST	FORT LAUDERDALE	FL	33311-890220
643 NW 22ND RD	FORT LAUDERDALE	FL	33311-776143
407 SE 9TH ST	FORT LAUDERDALE	FL	33316
509 SE 9TH ST	FORT LAUDERDALE	FL	33316-113109
100 SW 17TH ST	FORT LAUDERDALE	FL	33315-174400
822 SW 27TH ST	FORT LAUDERDALE	FL	33315-263622
2101 SW 38TH AVE	FORT LAUDERDALE	FL	33312-702201
3270 NW 62ND ST	FORT LAUDERDALE	FL	33309-222670
107 SW 6TH ST	FORT LAUDERDALE	FL	33301-281907
3190 DAVIE BLVD	FORT LAUDERDALE	FL	33312-272990
1441 N DIXIE HWY	FORT LAUDERDALE	FL	33304-120441
1500 NW 11TH ST	FORT LAUDERDALE	FL	33311-580600
400 SE 8TH ST	FORT LAUDERDALE	FL	33316-112400
1547 SW 21ST AVE	FORT LAUDERDALE	FL	33312-311147
310 SE 13TH ST	FORT LAUDERDALE	FL	33316-192410
1501 E LAKE DR	FORT LAUDERDALE	FL	33316
315 SE 13TH ST	FORT LAUDERDALE	FL	33316-192315
1121 NE 7TH AVE	FORT LAUDERDALE	FL	33304-202621
1503 SW 1ST AVE	FORT LAUDERDALE	FL	33315-171003
908 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-103608
1515 SW 1ST AVE	FORT LAUDERDALE	FL	33315-171015
721 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-201521
113 SW 11TH CT	FORT LAUDERDALE	FL	33315

643 NW 14TH WAY	FORT LAUDERDALE	FL	33311-792443
1318 SW 1ST AVE	FORT LAUDERDALE	FL	33315-150418
1122 NE 6TH AVE	FORT LAUDERDALE	FL	33304-202322
905 NE 3RD AVE	FORT LAUDERDALE	FL	33304-193905
1221 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-213321
1418 S ANDREWS AVE # B	FORT LAUDERDALE	FL	33316-184018
101 SE 21ST ST	FORT LAUDERDALE	FL	33316-341901
1824 SE 4TH AVE	FORT LAUDERDALE	FL	33316-280824
2905 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-420705
1225 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-183525
1620 SE 4TH AVE	FORT LAUDERDALE	FL	33316-252820
1418 S ANDREWS AVE # A	FORT LAUDERDALE	FL	33316-184018
208 SE 12TH ST	FORT LAUDERDALE	FL	33316-181608
1108 NW 6TH ST	FORT LAUDERDALE	FL	33311-800808
505 NE 3RD AVE	FORT LAUDERDALE	FL	33301-323505
101 SE 10TH ST	FORT LAUDERDALE	FL	33316-102301
400 SE 18TH ST	FORT LAUDERDALE	FL	33316-282000
117 NE 2ND ST	FORT LAUDERDALE	FL	33301-103517
416 SE 11TH CT	FORT LAUDERDALE	FL	33316-114416
441 NW 7TH AVE	FORT LAUDERDALE	FL	33311-813441
111 SW 23RD ST	FORT LAUDERDALE	FL	33315
109 SW 6TH ST	FORT LAUDERDALE	FL	33301
1820 NE 17TH WAY	FORT LAUDERDALE	FL	33305-325220
219 SW 17TH ST	FORT LAUDERDALE	FL	33315-174517
270 SW 33RD ST	FORT LAUDERDALE	FL	33315-332870
719 NW 1ST ST	FORT LAUDERDALE	FL	33311-900119
1414 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-184014
605 SW 12TH AVE	FORT LAUDERDALE	FL	33312-242005
507 SE 11TH CT	FORT LAUDERDALE	FL	33316-114507
829 NE 1ST AVE UNIT 2	FORT LAUDERDALE	FL	33304-196002
1518 NW 15TH AVE	FORT LAUDERDALE	FL	33311-546618
500 SE 12TH ST	FORT LAUDERDALE	FL	33316-190400
1940 NE 47TH ST	FORT LAUDERDALE	FL	33308-771140
1550 ARGYLE DR	FORT LAUDERDALE	FL	33312-154250
2027 NE 18TH ST	FORT LAUDERDALE	FL	33305-250727
2916 BAYVIEW DR	FORT LAUDERDALE	FL	33306-177016
1401 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103301
1022 W LAS OLAS BLVD	FORT LAUDERDALE	FL	33312-715222
1413 SW 2ND AVE	FORT LAUDERDALE	FL	33315-150613
1726 SE 3RD AVE	FORT LAUDERDALE	FL	33316-251426
2312 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-394812
821 NW 12TH TER	FORT LAUDERDALE	FL	33311
16 NE 16TH ST	FORT LAUDERDALE	FL	
801 NE 4TH AVE	FORT LAUDERDALE	FL	33304-260301
1532 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103632
2395 DAVIE BLVD	FORT LAUDERDALE	FL	33312-302395
107 SE 10TH ST	FORT LAUDERDALE	FL	33316-102307
2626 E COMMERCIAL BLVD SUITE 2	FORT LAUDERDALE	FL	33308-4132021
1801 DAVIE BLVD	FORT LAUDERDALE	FL	33312-322901



1501 NE 4TH AVE	FORT LAUDERDALE	FL	33304-100001
304 SE 20TH ST	FORT LAUDERDALE	FL	33316-285104
1206 NE 8TH AVE	FORT LAUDERDALE	FL	33304-200206
821 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-206421
600 SW 4TH AVE	FORT LAUDERDALE	FL	33315-101200
1432 N DIXIE HWY	FORT LAUDERDALE	FL	33304-128032
1552 NW 6TH ST	FORT LAUDERDALE	FL	33311-786752
119 ROSE DR	FORT LAUDERDALE	FL	33316-104319
201 SE 14TH ST	FORT LAUDERDALE	FL	33316-182701
1909 SE 4TH AVE	FORT LAUDERDALE	FL	33316-280909
1404 NE 5TH AVE	FORT LAUDERDALE	FL	33304
3555 DAVIE BLVD	FORT LAUDERDALE	FL	33312-343755
777 NE 1ST AVE	FORT LAUDERDALE	FL	33304-261177
900 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-206700
1122 NW 9TH AVE	FORT LAUDERDALE	FL	33311-622322
1444 NW 15TH AVE	FORT LAUDERDALE	FL	33311-540144
300 SE 13TH ST	FORT LAUDERDALE	FL	33316-192400
203 W STATE ROAD 84	FORT LAUDERDALE	FL	33315-254403
925 NW 12TH AVE	FORT LAUDERDALE	FL	33311-712825
506 SE 8TH ST	FORT LAUDERDALE	FL	33316-112606
912 E BROWARD BLVD	FORT LAUDERDALE	FL	33301
111 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304-195211
701 NW 2ND AVE	FORT LAUDERDALE	FL	33311-741001
1280 SW 26TH AVE SUIT 4	FORT LAUDERDALE	FL	33315
205 SW 12TH ST	FORT LAUDERDALE	FL	33315-151805
2621 INLET DR	FORT LAUDERDALE	FL	33316-320121
1800 E LAS OLAS BLVD	FORT LAUDERDALE	FL	33301-244400
1317 SE 4TH AVE	FORT LAUDERDALE	FL	33316-191317
20 NE 8TH AVE	FORT LAUDERDALE	FL	33301-163920
1601 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-216001
111 SE 12TH ST	FORT LAUDERDALE	FL	33316-181311
307 SE 14TH ST	FORT LAUDERDALE	FL	33316-192907
1726 SE 3RD AVE	FORT LAUDERDALE	FL	33316-251422
613 NW 3RD AVE UNIT 2	FORT LAUDERDALE	FL	33311-7449131
801 NW 14TH TER	FORT LAUDERDALE	FL	33311-702701
222 SE 10TH ST	FORT LAUDERDALE	FL	33316-102622
2430 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-404030
1533 NW 5TH ST	FORT LAUDERDALE	FL	33311-885933
836 SW 24TH ST	FORT LAUDERDALE	FL	33315-264436
3619 DAVIE BLVD	FORT LAUDERDALE	FL	33312-343919
4534 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520434
2032 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	33306-110732
812 NW 3RD ST	FORT LAUDERDALE	FL	33311-901412
2200 NW 12TH AVE	FORT LAUDERDALE	FL	33311-362700
1221 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-183521
1508 SE 3RD AVE	FORT LAUDERDALE	FL	33316-250208
2020 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-343020
2004 NE 49TH ST	FORT LAUDERDALE	FL	33308-452404
1417 SW 2ND AVE	FORT LAUDERDALE	FL	33315-150599

817 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-745517
1280 SW 26TH AVE STE 2	FORT LAUDERDALE	FL	33312-309702
822 SW 27TH ST	FORT LAUDERDALE	FL	33315-263622
1133 SE 4TH AVE	FORT LAUDERDALE	FL	33316-111933
1220 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-213420
1215 SE 2ND AVE	FORT LAUDERDALE	FL	33316
3561 DAVIE BLVD	FORT LAUDERDALE	FL	33312-343761
5461 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-320661
407 NE 15TH ST	FORT LAUDERDALE	FL	33304
910 NW 8TH AVE	FORT LAUDERDALE	FL	33311-720810
8 SE 8TH ST	FORT LAUDERDALE	FL	33316-101008
904 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-103604
7 SW 11TH CT	FORT LAUDERDALE	FL	33315-124007
6000 BAYVIEW DR	FORT LAUDERDALE	FL	33308
3720 DAVIE BLVD	FORT LAUDERDALE	FL	33312-340220
1727 SE 4TH AVE	FORT LAUDERDALE	FL	33316-251527
1210 NE 8TH AVE	FORT LAUDERDALE	FL	33304-200210
1108 NW 9TH AVE	FORT LAUDERDALE	FL	33311-622308
477 NW 12TH AVE	FORT LAUDERDALE	FL	33311-803677
2580 NW 19TH ST	FORT LAUDERDALE	FL	33311
644 SE 5TH AVE	FORT LAUDERDALE	FL	33301-310444
1280 SW 26TH AVE APT 1	FORT LAUDERDALE	FL	33315
1907 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-285807
304 SW 12TH ST	FORT LAUDERDALE	FL	33315-152104
1216 SE 1ST AVE	FORT LAUDERDALE	FL	33316-180216
801 N ATLANTIC BLVD	FORT LAUDERDALE	FL	33304
844 NW 13TH TER	FORT LAUDERDALE	FL	33311-702444
3760 DAVIE BLVD	FORT LAUDERDALE	FL	33312-340260
1201 E BROWARD BLVD	FORT LAUDERDALE	FL	33301-213301
1242 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-603442
818 N ANDREWS AVE	FORT LAUDERDALE	FL	33311
401 NW 7TH AVE	FORT LAUDERDALE	FL	33311-813401
1209 SE 3RD AVE	FORT LAUDERDALE	FL	33316-190509
109 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304-195209
201 SW 24TH ST	FORT LAUDERDALE	FL	33315
1901 SE 4TH AVE	FORT LAUDERDALE	FL	33316-280901
1801 SE 1ST AVE	FORT LAUDERDALE	FL	33316-280101
1420 N DIXIE HWY	FORT LAUDERDALE	FL	33304-120720
1518 NE 4TH AVE	FORT LAUDERDALE	FL	33304-103618
715 N ANDREWS AVE	FORT LAUDERDALE	FL	33311-743715
1005 S FEDERAL HWY	FORT LAUDERDALE	FL	33316-125405
4522 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520422
2900 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-420800
3360 DAVIE BLVD	FORT LAUDERDALE	FL	33312-270160
405 NW 7TH AVE	FORT LAUDERDALE	FL	33311-813405
1701 NW 8TH PL	FORT LAUDERDALE	FL	33311-691401
1326 SE 3RD AVE	FORT LAUDERDALE	FL	33316-190826
1500 E BROWARD BLVD	FORT LAUDERDALE	FL	33301
2940 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-420840

1101 NE 8TH AVE	FORT LAUDERDALE	FL	33304-210601
201 NE 2ND ST	FORT LAUDERDALE	FL	33301-103701
646 NW 13TH TER	FORT LAUDERDALE	FL	33311
1700 NW 8TH ST	FORT LAUDERDALE	FL	33311-690700
15 SW 10TH ST	FORT LAUDERDALE	FL	33315-120715
2301 NE 26TH ST BAY C AND D	FORT LAUDERDALE	FL	33305
1112 SE 3RD AVE	FORT LAUDERDALE	FL	33316-111012
500 NE 3RD AVE	FORT LAUDERDALE	FL	33301-323600
115 W SUNRISE BLVD	FORT LAUDERDALE	FL	33311-620415
330 SW 12TH ST	FORT LAUDERDALE	FL	33315-152130
212 SE 8TH ST STE 101	FORT LAUDERDALE	FL	33316-101412
1417 SE 4TH ST	FORT LAUDERDALE	FL	33301-231917
401 SE 15TH AVE	FORT LAUDERDALE	FL	33301-239701
1404 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-184004
301 SE 18TH CT	FORT LAUDERDALE	FL	33316
16 SE 18TH ST	FORT LAUDERDALE	FL	33316-281216
1900 S ANDREWS AVE	FORT LAUDERDALE	FL	33316-285900
1200 S FEDERAL HWY	FORT LAUDERDALE	FL	33316-203900
402 SE 18TH CT	FORT LAUDERDALE	FL	33316
2635 DAVIE BLVD	FORT LAUDERDALE	FL	33312-305635
100 SE 6TH ST	FORT LAUDERDALE	FL	33301
2720 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	33308-411320
826 NE 1ST AVE	FORT LAUDERDALE	FL	33304-193326
832 NW 1ST ST	FORT LAUDERDALE	FL	33311-900432
319 SE 14TH ST	FORT LAUDERDALE	FL	33316-192919
3652 DAVIE BLVD	FORT LAUDERDALE	FL	
401 SE 16TH ST	FORT LAUDERDALE	FL	33316-252901
1127 MIDDLE ST	FORT LAUDERDALE	FL	33312-161327
3030 NE 49TH ST	FORT LAUDERDALE	FL	33308-491530
30 NE 3RD ST	FORT LAUDERDALE	FL	33301-104230
1557 NW 5TH ST	FORT LAUDERDALE	FL	33311-887257
115 SE 13TH ST	FORT LAUDERDALE	FL	33316
1823 SW 1ST AVE	FORT LAUDERDALE	FL	33315-210623
200 SE 18TH CT	FORT LAUDERDALE	FL	33316-282800
2211 NW 7TH ST	FORT LAUDERDALE	FL	33311-775111
1311 SE 4TH AVE	FORT LAUDERDALE	FL	33316-191311
4530 N FEDERAL HWY	FORT LAUDERDALE	FL	33308-520430
400 SW 8TH ST	FORT LAUDERDALE	FL	33315

**Question and Answers for Bid #12717-835 - Residential Curbside Collection Services****Overall Bid Questions****Question 1**

Is this a bid or an RFP, as both words are used within the document? (Submitted: Aug 18, 2022 6:38:23 AM EDT)

**Answer**

- This is an RFP. In the General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable. (Answered: Aug 18, 2022 9:18:55 AM EDT)

**Question 2**

3.6.1 If a road is closed or unsafe as the specifications have stated how is the service supposed to be provide if the City is taking the position "it is not to be interrupted"? (Submitted: Aug 18, 2022 12:15:02 PM EDT)

**Answer**

- Refer to Section 3.5.6. (Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 3**

3.7.1 B. Why would it be the contractors responsibility not to claim a late setout if the route is being recorded and the customer does not follow the rules? (Submitted: Aug 18, 2022 12:27:39 PM EDT)

**Answer**

- If the contractor can provide the City with a video or photograph demonstrating the cart was a late set-out then the service request will not be recorded as a miss. The Contractor is still expected to service the cart within the service timelines in accordance to Section 3.8. (Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 4**

3.7.2 F. What is the \$30,000 annual payment for? (Submitted: Aug 18, 2022 12:30:49 PM EDT)

**Answer**

- The payment assists in the costs of supporting the collection activities related to solid waste, yard waste, and recycling collections. These costs include staff time related to special programs, oversight and compliance and audits, providing literature related to solid waste, yard waste, and recycling collection, promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers about the proper methods to be used for solid waste, yard waste, and recycling collections and any other information which explains and supports the City's solid waste program. (Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 5**

3.3 Why doesn't the city release the commercial customers in order to make the contract just residential and let private haulers provide the commercial service? (Submitted: Aug 19, 2022 7:45:13 AM EDT)

**Answer**

- At this time the City has no interest in this. (Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 6**

3.7.3 E. Does the city have a facility to utilize for single stream recycling? If the facility does not except a material the city adds that will be a higher cost for the hauler being labeled as contaminate(Submitted: Aug 19, 2022 7:57:35 AM EDT)

**Answer**

- The City currently has a contract with Waste Management for single stream recycling processing. The City bears processing costs.(Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 7**

3.8.1 A. Does this still apply if the customer did not place their cart outside by 7am? That's very unreasonable to give the contractor 3 hours to recover in mainly rush hour traffic. Will the city change the time to 12-2pm so it gives the contractor reasonable amount of time(Submitted: Aug 19, 2022 8:04:11 AM EDT)

**Answer**

- This still applies if the customer did not place the cart out by 7:00 am. At this time the City has no interest in changing the timeframe.(Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 8**

3.16.6. Why is the contractor being held liable for 50% of the cost when it's at no fault of the contractor? Why would the resident not be held liable for their mistake(Submitted: Aug 19, 2022 8:11:30 AM EDT)

**Answer**

- The City wishes to partner with an experienced company that shares its commitment to sustainability, of which diversion is a key component. While a driver may not be able to identify all contaminants contained within a cart, a driver can visibly identify contaminated carts containing plastic bags, construction materials, and other materials. (Answered: Aug 19, 2022 10:41:10 AM EDT)

**Question 9**

Will the City consider a quote for equipment only from an entity that is not submitting a quote for collection services? (Submitted: Aug 22, 2022 4:39:53 PM EDT)

**Answer**

- Yes (Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 10**

May an on-site inspection of the bulk collection vehicles included in section 3.30.5 of the RFP be performed in advance of the proposal due date?(Submitted: Aug 22, 2022 5:05:31 PM EDT)

**Answer**

- Yes - inspections are available Monday through Friday after 3:30 pm. Please email Fleet Services at sleonard@fortlauderdale.gov to schedule(Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 11**

May a draft of the proposed franchise agreement be provided prior to the deadline for questions(Submitted: Aug 22, 2022 5:06:10 PM EDT)

**Answer**

- See Section 2.14 of the solicitation. The link to the sample agreement is there (Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 12**

May proposals be accepted from firms intending to respond to the bulk service items only (Submitted: Aug 22, 2022 5:07:08 PM EDT)

**Answer**

- Yes (Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 13**

Must responsive firms propose to perform all items listed in the RFR (Submitted: Aug 22, 2022 5:08:29 PM EDT)

**Answer**

- No (Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 14**

Currently at peak times there could be an hour - 2 hour wait at Wheelabrator due to processing issues, tipping floor closures, etc. If this occurs will the hauler be penalized for not finishing the routes at the designated time? (Submitted: Aug 23, 2022 4:55:29 AM EDT)

**Answer**

- The City reserves the right to validate issues beyond the hauler's control and adjust any penalties accordingly upon the Contractor's request. (Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 15**

The City's current recycling collection contract will still be in it's first 3 year term and not yet completed, why is this service part of the RFP's services?

The current contractor has assets that have not even depreciated 3 years, if this service has not completed it's term, this sends a very bad message to all proposers who will spend millions of dollars in equipment to service the City with unknowns on if their contracts will complete the stated term as the City's boiler plate language also addresses contract cancellation at any time (Submitted: Aug 23, 2022 5:04:51 AM EDT)

**Answer**

- The City's current Contractor for recycling was consulted prior to including in the solicitation and accepted the inclusion in this solicitation. (Answered: Aug 25, 2022 12:47:12 PM EDT)

**Question 16**

A contract start date of July 2023 does not give a contractor enough time to secure equipment when the equipment procurement time is already extended past this date with supply chain disruptions, etc. Is a later date a consideration that can be explored? Doesn't the City have the ability to extend the current contract 6 months due to procurement issues? (Submitted: Aug 23, 2022 5:17:48 AM EDT)

**Answer**

- 1) No 2) The City does not feel that additional time is required to prepare and/or award this competitive solicitation. (Answered: Aug 28, 2022 7:36:31 PM EDT)

**Question 17**

The documents state the proposed price must remain the same for the initial term, 7 years. On the individual pricing sheet the proposer submits pricing by the year, 7 line items.

So a proposer can submit different prices for each individual year for the 7 year term?  
(Submitted: Aug 23, 2022 5:21:52 AM EDT)

**Answer**

- Proposers will provide their firm fixed pricing by year for the initial 7 year term of this contract.  
(Answered: Aug 25, 2022 12:51:36 PM EDT)

**Question 18**

RFP Submittal Deadline: In order for proposers to do the necessary due diligence to provide a thorough response to this RFP and the short timeframe from the deadline for questions to the submittal deadline, will the City please consider extending the RFP Submittal Deadline?  
(Submitted: Aug 23, 2022 9:31:55 AM EDT)

**Answer**

- No  
(Answered: Aug 25, 2022 12:51:36 PM EDT)

**Question 19**

The agency qualifications link is directed to an option for General Contractor confirming qualifications for the construction of a competitive pool structure. Please advise.  
(Submitted: Aug 23, 2022 11:22:02 AM EDT)

**Answer**

- Please provide the section this is referencing from the Solicitation. If not in the solicitation it may be a BidSync issue. Please contact BidSync.com directly.  
(Answered: Aug 25, 2022 12:50:04 PM EDT)

**Question 20**

Franchise Fees: Section 3.2.5 states that we are to bill the City the entire amount including franchise fee, and then we would owe the City the 25% franchise fee on the total amount billed. Calculating franchise fees in this manner results in paying franchise fees on top of the franchise fees. Would the City provide clarification on this section or consider revising the language to state that franchise fees are payable on the total invoice net of the 25% franchise fees?  
(Submitted: Aug 24, 2022 9:14:01 AM EDT)

**Answer**

- The City expects franchise fees to be remitted against the total value of the contractor's invoice, where franchise fees are not identified as a line item. This is not a franchise fee paid upon franchise fee scenario.  
(Answered: Aug 25, 2022 12:50:04 PM EDT)

**Question 21**

Current Rates: Could the City provide the current Unit Cost per Month?  
(Submitted: Aug 24, 2022 9:20:12 AM EDT)

**Answer**

- MSW per month - \$12.68

YW per month - \$5.25

RCY per month - \$4.16

Bulk is currently handled using internal City staffing so cost per unit has not been identified.  
(Answered: Aug 25, 2022 12:50:04 PM EDT)

**Question 22**

Does the price presented to the City on the "Individual Pricing Per Service" and the "All Service Combined" sheet need to include the Franchise Fees?(Submitted: Aug 25, 2022 2:32:26 PM EDT)

**Answer**

- Yes (Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 23**

Section 3.1.1 identifies 38,369 residential accounts; however, section 3.4.6 mentions 41,313 number of cart that will be serviced. Could you please clarify how we will be invoicing for extra carts? This price and rate has not been included in the pricing form?(Submitted: Aug 25, 2022 3:33:54 PM EDT)

**Answer**

- Contractor is paid based on number of units, not carts(Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 24**

Can the City provide the number of disabled residents currently receiving service?(Submitted: Aug 25, 2022 3:34:05 PM EDT)

**Answer**

- Refer to Section 3.9(Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 25**

Does the City have the number of tons associated with the code compliance collection events that occurred in 2020-2022?(Submitted: Aug 25, 2022 3:34:42 PM EDT)

**Answer**

- The City does not.(Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 26**

Can the City provide the latest contract and the last 6 months' invoices?(Submitted: Aug 25, 2022 3:35:05 PM EDT)

**Answer**

- Please specify which contract.(Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 27**

Can the City provide the disposal tickets for 2020-2022 by material and route?(Submitted: Aug 25, 2022 3:35:17 PM EDT)

**Answer**

- The City does not maintain individual copies of disposal tickets. Disposal tons/pounds are included in the specifications.(Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 28**

Can the City confirm that the contractor only needs to provide all carts for new residential units and replacements? In addition, could you please clarify whether more than one load (per material type) will be



available to purchase from the City?(Submitted: Aug 25, 2022 3:35:40 PM EDT)

**Answer**

- The contractor will provide carts for new residential units, replacements and repairs. The City will order additional loads of carts for purchase should the Contractor request(Answered: Aug 29, 2022 1:45:15 PM EDT)

**Question 29**

Could the City confirm that garbage, recycling and yard waste located outside of the cart will not be collected?  
(Submitted: Aug 25, 2022 3:35:53 PM EDT)

**Answer**

- Yes with the exception of the holiday season as specified in 3.7.2 (C), 3.7.3 (B) and cardboard as specified in 3.7.3 (G). (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 30**

Would the City allow proposers to change the existing collection days?(Submitted: Aug 25, 2022 3:36:03 PM EDT)

**Answer**

- The City will consider route changes- please see 3.27(Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 31**

Can the proposer provide recycling collections Monday through Saturday? If not, can the Garbage collection be modified to Monday/Thursday and Tuesday/Friday?(Submitted: Aug 25, 2022 3:36:28 PM EDT)

**Answer**

- The City will consider route changes- please see 3.27(Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 32**

Can the City provide the number of bulk routes collected by the City?(Submitted: Aug 25, 2022 3:36:39 PM EDT)

**Answer**

- The City runs an average of 20 trucks daily(Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 33**

Can a proposer provide bulk collection services Monday through Saturday, or are they required to follow the current collection days?(Submitted: Aug 25, 2022 3:36:48 PM EDT)

**Answer**

- The City will consider route changes- please see 3.27(Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 34**

Do bulk routes currently collect yard waste that is placed outside of the yard waste collection cart? If so, does the 10CY limit apply to the yard waste as well?(Submitted: Aug 25, 2022 3:37:10 PM EDT)

**Answer**

- They do not. (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 35**

Section 2.9 Payment Method states that the City has implemented a P-Card payment system. Would the City be willing to remit payments via ACH as well? (Submitted: Aug 25, 2022 3:37:23 PM EDT)

**Answer**

- No (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 36**

Can the City confirm whether the performance and payment bond is simply one bond, or whether two separate bonds need to be provided? (Submitted: Aug 25, 2022 3:37:33 PM EDT)

**Answer**

- As long as the bond covers all elements of the payment and performance requirements, the bidder can provide one bond if such is available. (Answered: Aug 29, 2022 2:24:31 PM EDT)

**Question 37**

The RFP states that the residential unit count will be updated once annually. In an effort to provide a more competitive price in our response, would the City consider changing the payment and update schedule of the residential units to monthly? (Submitted: Aug 25, 2022 3:37:49 PM EDT)

**Answer**

- No (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 38**

In section 3.7.4 T, it states the City may ask the proposer to provide bulk collection services prior to the start of the Contract on July 1, 2023. Does the City have an estimated or planned date where it would need a proposer to provide bulk collections? (Submitted: Aug 25, 2022 3:38:05 PM EDT)

**Answer**

- This would be negotiated with the successful proposer. (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 39**

The pricing form identifies an individual price per material, as well as a combined collection rate for all materials. Can a proposer only submit pricing for the combined alternate without being disqualified? (Submitted: Aug 25, 2022 3:38:22 PM EDT)

**Answer**

- No (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 40**

In addition to the pounds collected that were provided as part of the electronics recycling collection, can the City provide the number of on-call electronic collection pickups requested in 2020-2022? (Submitted: Aug 25, 2022 3:38:36 PM EDT)

**Answer**

- See 3.14.5- second chart.(Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 41**

Is the City performance bond on the annual contract value or the total contract value?(Submitted: Aug 25, 2022 4:01:33 PM EDT)

**Answer:**

- Total Annual Contract Value(Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 42**

Section 2.5, Pricing/Delivery, Individual Pricing Sheet: Are proposers to include the 25% franchise fee in the rates that are proposed?(Submitted: Aug 25, 2022 4:57:37 PM EDT)

**Answer**

- Yes (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 43**

Section 3.16.14, Historical Tons: Will the City please provide the tonnage for MSW, Yard Waste, Recycle, and Bulk for FY 2022 to date?(Submitted: Aug 25, 2022 5:45:46 PM EDT)

**Answer**

- Yes. October 1, 2021 through July 31, 2022 tons as follows: MSW: 40,222; YW: 11,996; RCY: 9,458; BULK: 20,503 (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 44**

Section 3.8.1.A. and B (Missed Pick Ups) - Would the City consider changing the end time for requests re MPU service from 4 pm to 1 pm, such that requests that come in late afternoon can be serviced the next morning? (Submitted: Aug 25, 2022 5:48:15 PM EDT)

**Answer**

- No (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 45**

Section 3.7.2 (B) - In the interests of safety and efficiency, would the City consider requiring customers to place all waste in their cart and not requiring the Contractor to pick up extra garbage bags placed on top of (or next to) the cart? (Submitted: Aug 25, 2022 5:49:13 PM EDT)

**Answer**

- Yes with the exception of the holiday season as specified in 3.7.2 (C), 3.7.3 (B) and cardboard as specified in 3.7.3 (G). (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 46**

Section 2.13: Would the City agree to omit this section (Non-Exclusive Contract) to make clear that the Contractor's services under this RFP will be exclusive?(Submitted: Aug 25, 2022 5:54:10 PM EDT)

**Answer**

- This is not the appropriate time for the City to consider (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 47**

Section 2.31 : Would the City consider adding pandemics and storms to the list of force majeure events?  
(Submitted: Aug 25, 2022 5:56:20 PM EDT)

**Answer**

- This is not the appropriate time for the City to consider (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 48**

Section 2.37 a' Would the City agree that a Service Test Period does not apply to this RFR? (Submitted: Aug 25, 2022 5:57:08 PM EDT)

**Answer**

- Yes. See Addendum 1. (Answered: Aug 29, 2022 1:52:29 PM EDT)

**Question 49**

Section 3.18.21 – Would the City agree to add language making clear this Section does not apply in circumstances involving a Force Majeure event? (Submitted: Aug 25, 2022 5:58:51 PM EDT)

**Answer**

- No (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 50**

Section 3.26.15 - Would the City confirm that administrative charges are imposed within 30 days of an incident and the Contractor is then given 10 days to appeal imposition of the charges? (Submitted: Aug 25, 2022 5:59:48 PM EDT)

**Answer**

- Yes (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 51**

Section 3.13 "Disaster Services" – Would the City agree that "unsafe conditions" would include winds above 30 MPH? (Submitted: Aug 25, 2022 6:00:28 PM EDT)

**Answer**

- The City agrees that winds sustained at 30MPH would be unsafe condition (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 52**

Section 3.13 "Disaster Services" – Would the City confirm that the Contractor and City shall agree in advance on extra compensation for the Contractor's collection and disposal of debris from a "State of Emergency" event?  
(Submitted: Aug 25, 2022 6:01:13 PM EDT)

**Answer**

- The City would agree in conformance with FEMA requirements (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 53**

Section 3.13, Disaster Services: Does the City currently have a separate contract with a storm debris contractor to collect debris related to natural disasters?(Submitted: Aug 25, 2022 6:08:45 PM EDT)

**Answer**

- The City currently has contract 12149-885 Disaster Debris Removal and Management Services with Ashbrite, Inc. (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 54**

Section 3.16.4, Disposal: This provision states that the City shall pay disposal costs, excluding tires and e-waste. Who is responsible for disposal costs for tires and e-waste?(Submitted: Aug 25, 2022 6:09:43 PM EDT)

**Answer**

- The Contractor is responsible for disposal related to electronics and tires.(Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 55**

Section 5.2, Evaluation Criteria: Who are the evaluation committee members?(Submitted: Aug 25, 2022 6:10:50 PM EDT)

**Answer**

- This information is currently not available.(Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 56**

Section 1.5/Electronic Bid Openings: Will submitted prices of each proposer be read at this meeting, or will this meeting only announce the names of the firms who submitted proposals?(Submitted: Aug 25, 2022 6:11:37 PM EDT)

**Answer**

- Only the names of the firms who submitted proposals.(Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 57**

Section 3.6.2 - Schedules: This provision states that the Contractor shall provide service on the established route service days. Will the City accept a proposal with different service days if it means that residents can be serviced more efficiently?(Submitted: Aug 25, 2022 6:12:18 PM EDT)

**Answer**

- The City will consider route changes- please see 3.27.(Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 58**

Section 3.7.1.C, D, Collection Day Status: Will the City please clarify these provisions? Is the City expecting a daily report of routes, driver names, and a truck list for service each day? Is the City expecting a daily report of residences serviced?(Submitted: Aug 25, 2022 6:15:26 PM EDT)

**Answer**

- The City expects to receive a report including route, driver and truck number. The City does not expect a daily report of residences serviced.(Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 59**

Question: Would the City add a provision in the parties' contract so that changes in law that affect the parties' performance or the cost of same can be appropriately addressed? (Submitted: Aug 25, 2022 6:16:04 PM EDT)

**Answer**

- This is not the appropriate time for the City to consider. (Answered: Aug 30, 2022 11:40:42 AM EDT)

**Question 60**

Sample Contract, Section VI.D.: Would the City consider eliminating its right to terminate for convenience, or alternatively, make the right to terminate for convenience available to both parties? (Submitted: Aug 25, 2022 6:16:31 PM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal. (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 61**

Sample Contract - Section VI.F. - Insurance – Would the City identify which, if any "OPTIONAL COVERAGES" will be required for this RFP? (Submitted: Aug 25, 2022 6:17:07 PM EDT)

**Answer**

- Refer to Section 2.26 of the solicitation for clearly defines insurance requirements. (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 62**

Sample Contract - Section VI.T (Limitation of Liability) - Would the City agree to remove this \$1,000 breach of contract damages limitation (in light of the value of the RFP and costs of the Contractor)? (Submitted: Aug 25, 2022 6:17:36 PM EDT)

**Answer**

- This is not the appropriate time for the City to consider. (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 63**

Sample Contract, Section VI.A. - Indemnification - Would the City agree (and revise the sample contract language accordingly) that the Contractor need not provide indemnification to the City for claims arising out of the negligent or wrongful acts of the City? (Submitted: Aug 25, 2022 6:18:05 PM EDT)

**Answer**

- This is not the appropriate time for the City to consider. (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 64**

The pricing sheet provided does not include a section for the on-call collection of residential electronics. Where should a proposer include these prices? (Submitted: Aug 25, 2022 10:39:08 PM EDT)

**Answer**

- This service should be included in the rate per unit proposed for recycling. (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 65**

Would the City modify the requirement requiring a proposer to have a Hauling agreement with the City completed prior to the bid opening, and requiring an application to be submitted, and executed prior to the start of the contract?(Submitted: Aug 26, 2022 11:10:47 AM EDT)

**Answer**

- Yes (Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 66**

1. Page 3 Description Is it the intent for the City to award to multiple proposers?
2. Page 7 Section 2.12.2 Please clarify what delete any portion of the work without cause mean. Does this mean the City can stop services at any time? (i.e. recycle)
3. Page 20 Section 3.4.5 If the City does not track the number of yard waste or recycling carts by location for residential, multi-family, or small commercial accounts, then will the contractor be responsible for billing these carts?
4. Page 24 Section 3.7.1 If the contractor can prove late set out vis surveillance camera, would the City reconsider allowing late setouts?
5. Page 25 Section 3.7.2 B. Would the City consider cart content only except for holidays?
6. Page 26 Section 3.7.3 F Automated collection service does not allow for inspection of carts before they are dumped. Please remove "Driver shall inspect the cart for contamination before dumping."
7. Page 28 Section 3.7.4R Can the City give us an idea of services for the 10 requests per month? Roll-off, small container bulk, etc.?(Submitted: Aug 29, 2022 11:40:09 AM EDT)

**Answer**

- 1) The City prefers to award to one vendor but recognizes that there may be a financial need to consider awarding to multiple vendors.
- 2) This means if the City opts to eliminate a service, they have the right to do so. Historically, this has not happened.
- 3) No.
- 4) If the Contractor provides proof of late set out, the City will not charge as a miss.
- 5) See response to question 45
- 6) No.
- 7) This is for bulk pile collections only(Answered: Aug 29, 2022 2:08:36 PM EDT)

**Question 67**

8. General Conditions Section 5.08 Idemnity should be limited to the extent caused by the Contractor's fault. Please add " to the extent" in front of "arising" and replace "act of omission" with "negligence or wilful misconduct of." Please delete the last line or make it clear that it does not apply to violations resulting from Unacceptable Waste.
9. Section II 2,29 Contractor should only be responsible for damage" to the extent caused by its negligence, or wilful misconduct" Contractor should not be responsible for normal wear and tear.
10. Title to Waste: Will the city change and any liability for any unacceptable waste remaining with the customer and shall not pass to the Contractor?(Submitted: Aug 29, 2022 11:42:36 AM EDT)

**Answer**

- 8) This is not a question.
- 9) This is not a question.
- 10) Please specify section in RFP for reference(Answered: Aug 29, 2022 2:12:04 PM EDT)

**Question 68**

The Proposer poses the following questions and suggests the following changes to the RFP:

Page 2, As the size and scope of this particular city is unique and the time between question deadline and the due date is very short, particularly when the answers to the questions will impact the proposals and pricing, Please extend the deadline at least three (3) weeks past when the final question is answered. (Submitted: Aug 30, 2022 10:00:27 AM EDT)

**Answer**

- The City does not feel that additional time is required to prepare and/or award this competitive solicitation. (Answered: Aug 30, 2022 4:47:51 PM EDT)

**Question 69**

The Proposer poses the following questions and suggests the following changes to the RFP: Section 2.12.2 – Deleting work without cause is unfair to the Successful Proposer. It could completely change the economics of the relationship between the parties. As such, please delete the provision that this can be done without cause and change it to only cause with appropriate notice. (Submitted: Aug 30, 2022 10:01:22 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal. (Answered: Aug 30, 2022 4:47:51 PM EDT)

**Question 70**

The Proposer poses the following questions and suggests the following changes to the RFP: Section 2.12.3 – The City having the right to terminate the contract if the Successful Proposer does not provide acceptable pricing for work that is outside the scope of the contract is unconscionable. Please delete this section in its entirety. (Submitted: Aug 30, 2022 10:02:15 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal. (Answered: Aug 30, 2022 4:47:51 PM EDT)

**Question 71**

The Proposer poses the following questions and suggests the following changes to the RFP: Section 2.13 – This agreement should absolutely be an exclusive agreement for the services being offered in response to this RFP, that is what the Proposer is seeking to provide and that is what the pricing is based upon. Please delete this section. (Submitted: Aug 30, 2022 10:03:11 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal. (Answered: Aug 30, 2022 4:47:51 PM EDT)

**Question 72**

The Proposer poses the following questions and suggests the following changes to the RFP: Section 2.27 – Splitting the work among different Proposers after the proposal is submitted is unfair to the Successful Proposer. It could completely change the economics of the relationship between the parties. As such, please delete the provision and commit to a single hauler. (Submitted: Aug 30, 2022 10:03:58 AM EDT)

**Answer**

- The City reserves the right to award based on its best interest. (Answered: Aug 30, 2022 4:47:51 PM EDT)



**Question 73**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 2.29 – Please clarify that any damage must be the fault of the Contractor and any fault by any other party must be covered by that party.(Submitted: Aug 30, 2022 10:04:56 AM EDT)

**Answer**

- The Contractor is responsible for damages caused by and through the fault of the Contractor or their subcontractors.(Answered: Aug 30, 2022 4:47:51 PM EDT)

**Question 74**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 2.29 - Contractor should not be responsible for damage to the City's streets, roads, pavements, or curbs, drains, etc., to the extent such damage is not caused by Contractor's negligence or willful misconduct. Please add "Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, other driving surface, or anything in this subsection resulting from the weight of its trucks and equipment."(Submitted: Aug 30, 2022 10:06:23 AM EDT)

**Answer**

- See Addendum 1 (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 75**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 2.31 – Please add, "epidemic" to the list of causes of Force Majeure.(Submitted: Aug 30, 2022 10:07:15 AM EDT)

**Answer**

- Please see response to question 47 (Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 76**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 2.37 – A service test period is not practicable for a contract such as this. Any transition to a new service provide will inevitably be complicated and the first 90 days may or will not be representative of a full 7 year term. Please delete this requirement.(Submitted: Aug 30, 2022 10:15:21 AM EDT)

**Answer**

- See response to question 48 (Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 77**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.6.1 – By definition, being denied access to customers creates a disruption in the regular schedule. Please further explain how the concepts within this section can be accomplished as describe.(Submitted: Aug 30, 2022 10:16:11 AM EDT)

**Answer**

- Should such situations arise, Contractor would work with the City to develop a collection method for impacted properties. This could include a community collection point, alternate collection schedule, containerized service, etc. (Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 78**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.7.1 – If a residence is not collected and it is because of a late set out, provable by evidence, why wouldn't the Contractor be permitted to rely on that as a reason for non-collection?(Submitted: Aug 30, 2022 10:16:57 AM EDT)

**Answer**

- See response to question 3(Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 79**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.16.4 – Does the City also pay for bulk disposal?(Submitted: Aug 30, 2022 10:17:42 AM EDT)

**Answer**

- The City pays for disposal costs related to bulk collection(Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 80**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.16.10 – If the City enters into new disposal agreements on its own, will the City compensate Contractor should there be increased cost for transportation to the new facility?(Submitted: Aug 30, 2022 10:18:29 AM EDT)

**Answer**

- If outside Broward County, yes- please see section 3.16.1(Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 81**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.18.16 – Please make clear that any the City's exercise of its right to reject an employee is limited to only legal reasons for the exclusion of that person?(Submitted: Aug 30, 2022 10:19:20 AM EDT)

**Answer**

- The language will remain as is(Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 82**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.20.1 – Would the City consider requiring all proposers to use new equipment at the start of the contract? This way, the incumbent companies will not have a price advantage over a company that may need to procure everything to start.(Submitted: Aug 30, 2022 10:20:11 AM EDT)

**Answer**

- Equipment would be considered as part of the RFP panel review of proposal(Answered: Aug 30, 2022 4:55:25 PM EDT)

**Question 83**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.20.11 – Please further expand on the data points the City may require for its calculation?(Submitted: Aug 30, 2022 10:21:59 AM EDT)

**Answer**

- Fuel type (Diesel, gas, CNG), fuel economy (gallons used), mileage (Answered: Aug 30, 2022 4:55:25 PM EDT)

#### Question 84

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.25 – If the vendor for the GPS and other surveillance does not maintain the records for 12 months, will the City accept a shorter retention period? (Submitted: Aug 30, 2022 10:22:49 AM EDT)

#### Answer

- Yes- this should be included in the RFP proposal and listed as a variance (Answered: Aug 30, 2022 5:10:44 PM EDT)

#### Question 85

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 3.26 – The penalties herein are punitive and are too high to be enforceable. It is well-settled Florida law that parties to a contract may stipulate in advance the amount that is to be paid or retained as administrative/liquidated damages in the event of a contract breach. Florida courts often find such clauses invalid “where their purpose is to deter a breach,” rather than serve as a means of recouping actual damages. Where there is doubt as to whether a provision is a penalty or a proper liquidated damages clause, the tendency of the courts is to construe a provision for payment of an arbitrary sum a penalty rather than one for liquidated damages. For a liquidated damages clause to be deemed valid, it must satisfy two conditions. First, the damages stemming from the alleged breach must not be readily ascertainable. Second, the sum stipulated to be forfeited must not be so grossly disproportionate to any damages that might reasonably be expected to follow from a breach as to show that the parties could have intended only to induce full performance, rather than to liquidate their damages. The City’s penalties here do not meet this test and must be revised to reflect actual damages the City may suffer. Please revise to be in line with Florida law (Submitted: Aug 30, 2022 10:23:35 AM EDT)

#### Answer

- This City does not recognize this as a question (Answered: Aug 31, 2022 10:49:09 AM EDT)

#### Question 86

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 5.08 – Please replace the word, “omissions” with “willful misconduct or negligence” (Submitted: Aug 30, 2022 10:24:24 AM EDT)

#### Answer

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal. (Answered: Aug 30, 2022 5:10:44 PM EDT)

#### Question 87

The Proposer poses the following questions and suggests the following changes to the RFP:  
Part 1 of 2- 20) Section 5.08 - The Proposer is willing to provide reasonable indemnification to the City, but it should not be required to indemnify the City for its own, even if partial, (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law. Please delete the section as written and replace with the following, “The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the “Indemnified Parties”) of, from, and against all liability and expenses, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the “Claims”), to the extent arising out of the Contractor’s negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP. (Submitted: Aug 30, 2022 10:28:14 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 88**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Part 2 of 2- The Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this RFP or the resulting contract by the City; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party.(Submitted: Aug 30, 2022 10:29:29 AM EDT)

**Answer**

- See response to Question 87.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 89**

The Proposer poses the following questions and suggests the following changes to the RFP:  
21) Section 5.10 - As the capital investment for the start-up of this contract is significant, the City should not be permitted to terminate merely for convenience. Any termination should only be for cause after an opportunity to cure and a hearing. Please delete the section regarding convenience and replace it with the following language, "If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice."(Submitted: Aug 30, 2022 10:31:14 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 90**

The Proposer poses the following questions and suggests the following changes to the RFP:  
Section 5.18 - The Contractor requires reasonable rights to assign its rights under the agreement. Please amend this section to permit an assignment as a right to an affiliated company of Contractor, not just Parent or Grandparent. Further, the City's consent to assignment pursuant to this section should not be unreasonably withheld.(Submitted: Aug 30, 2022 10:33:25 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a

variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

#### Question 91

Comments on the Sample Agreement:

Section V – The last paragraph needs to be revised to require notice and an opportunity to discuss with staff and also permit for an appeal and hearing by City Administration prior to amounts being unilaterally withheld from Contractor. Please revise to provide for such a process.(Submitted: Aug 30, 2022 10:34:14 AM EDT)

#### Answer

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

#### Question 92

Comments on the Sample Agreement:

Part 1 of 2 -Section VI(A) – The Proposer is willing to provide reasonable indemnification to the City, but it should not be required to indemnify the City for its own, even if partial, (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law. Please delete the section as written and replace with the following, "The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the "Indemnified Parties") of, from, and against all liability and expenses, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the "Claims"), to the extent arising out of the Contractor's negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP. (Submitted: Aug 30, 2022 10:36:11 AM EDT)

#### Answer

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

#### Question 93

Comments on the Sample Agreement:

Part 2 of 2 Section VI(A) -

The Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this RFP or the resulting contract by the City; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party.(Submitted: Aug 30, 2022 10:38:31 AM EDT)

#### Answer

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 94**

Comments on the Sample Agreement:

25) Sections VI(C&D) - As the capital investment for the start-up of this contract is significant, the City should not be permitted to terminate merely for convenience. Any termination should only be for cause after an opportunity to cure and a hearing. Please delete the section regarding convenience and replace it with the following language, "If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice."(Submitted: Aug 30, 2022 10:39:15 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 95**

Comments on the Sample Agreement:

Section VI(F) – Please clarify and specify which OPTIONAL insurance coverages will be required by Risk Management Department for this contract.(Submitted: Aug 30, 2022 10:40:29 AM EDT)

**Answer**

- Please see response to question 61.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 96**

Comments on the Sample Agreement:

Section VI(I) – Please clarify in the context of this particular contract which records the City will want turned over at the end. Additionally, please change this to an absolute requirement to provide the records to a requirement that they be available to the City upon a specific request. Please keep in mind that there will potentially be 15 years' worth of records at issue.(Submitted: Aug 30, 2022 10:41:11 AM EDT)

**Answer**

- No clarification required. This section of the Agreement already specifies the type of documents in connection to the Agreement that shall remain property of the City.(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 97**

Comments on the Sample Agreement:

Section VI(N) - The Contractor requires reasonable rights to assign its rights under the agreement. Please amend this section to permit an assignment as a right to an affiliated company of Contractor, not just Parent or Grandparent. Further, the City's consent to assignment pursuant to this section should not be unreasonably withheld. (Submitted: Aug 30, 2022 10:42:06 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 98**

Comments on the Sample Agreement:

Section VI(N) – For the last paragraph of this section that is duplicative to indemnification, please incorporate the previous request to revise the indemnification section (Submitted: Aug 30, 2022 10:42:50 AM EDT)

**Answer**

- This is not the appropriate time for the City to consider (Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 99**

Comments on the Sample Agreement:

Section VI(N) – For the last paragraph of this section that is duplicative to indemnification, please incorporate the previous request to revise the indemnification section (Submitted: Aug 30, 2022 10:43:36 AM EDT)

**Answer**

- This appears to be a duplicate of 98 (Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 100**

Comments on the Sample Agreement:

Section VI(T) – This provision is inherently unreasonable and must be deleted in its entirety, especially since the second paragraph materially alters the first paragraph. If the Contractor has a legitimate claim against the City for any reason, the Contractor should be able to recover damages from the City which may, or may not be capped by a statutory limitation. By way of example, if the City is negligent and causes the Contractor injury to person or property, or even non-payment, the Contractor must be able to be made whole by the City or its insurer. Please delete. (Submitted: Aug 30, 2022 10:45:33 AM EDT)

**Answer**

- This is standard form language in the City's solicitations. If the proposer has challenges then please submit as a variance in their proposal. (Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 101**

Comments on the Sample Agreement:

Section VI(Z) – As your form contract was dated and drafted prior to the pandemic, please add, "epidemic" to the list of causes of Force Majeure (Submitted: Aug 30, 2022 10:46:19 AM EDT)

**Answer**

- This is not the appropriate time for the City to consider (Answered: Sep 1, 2022 2:57:32 PM EDT)

**Question 102**

Please include the following general provisions as part of the next draft of the RFP and Draft Agreement:

Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, Unacceptable Waste; (b) if Contractor finds what reasonably appears to be discarded Unacceptable Waste, Contractor shall promptly notify the City and the producer of the Unacceptable Waste, if the producer can be readily identified; and (c) title to and liability for any Unacceptable Waste shall remain with the producer of the Unacceptable Waste, even if Contractor inadvertently collects or disposes of such Unacceptable Waste (Submitted: Aug 30, 2022 10:47:15 AM EDT)

**Answer**

- This is not the appropriate time for the City to consider (Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 103**

Please include the following general provisions as part of the next draft of the RFP and Draft Agreement: Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or City (excluding normal wear and tear), the customer or City (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.(Submitted: Aug 30, 2022 10:48:32 AM EDT)

**Answer**

- This is not the appropriate time for the City to consider.(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 104**

Please include the following general provisions as part of the next draft of the RFP and Draft Agreement: If the City shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the City and the City has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the City written notice of such termination, which shall become effective upon receipt of such notice.(Submitted: Aug 30, 2022 10:49:26 AM EDT)

**Answer**

- This is not the appropriate time for the City to consider.(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 105**

Section 3.7.1.B, Missed & Late Set Outs: This provision states that the Contractor shall make no claim of late set-outs. Can the City please clarify its intent for this provision? Will the City remove this provision if the Contractor can provide verification that the collection vehicle was present at the residence on the assigned route day?(Submitted: Aug 30, 2022 11:28:02 AM EDT)

**Answer**

- See response to Question 3.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 106**

Section 3.7.3 (C) – In the interests of safety and efficiency, would the City consider requiring customers to place all recyclables in their cart and not requiring the Contractor to pick up extra recyclables placed on top and/or besides the cart? Would the city consider removing Section 3.7.3 (C).(Submitted: Aug 30, 2022 11:49:20 AM EDT)

**Answer**

- See response to question 45.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 107**

Section 3.7.3 (C) – In the interests of safety and efficiency, would the City consider requiring customers to place all recyclables in their cart and not requiring the Contractor to pick up extra recyclables placed on top and/or besides the cart? Would the city consider removing Section 3.7.3 (C).(Submitted: Aug 30, 2022 1:15:11 PM EDT)

**Answer**

- Duplicate of Question 106.(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 108**



Pre-Bid Information. Could the City provide details on how the Q alert system works? What is the process flow and how are the items closed and the responses confirmed?  
(Submitted: Aug 30, 2022 1:20:28 PM EDT)

**Answer**

- QAlert is the City's work order system. When a customer calls the City's 24-Hour call center with a service request, the Customer Service Representative adds the request into the QAlert system. An email is then generated to City Solid Waste staff and the Contractor, alerting them to the service request. The Contractor acknowledges receipt via email reply to the City's Solid Waste staff and once the service is completed, emails the details related to the completion (customer serviced, cart exchanged, etc.) to Solid Waste staff who close the QAlert. Contractor receives a copy of all activity through the QAlert system including logging of acknowledgments and closures.  
(Answered: Aug 30, 2022 5:10:44 PM EDT)

**Question 109**

Can the City clarify the proposal bond? Should a proposer provide a bid bond of 5% for the cost of year 1 of the contract, or 5% for the cost of the entire contract term (7 Years)?  
(Submitted: Aug 30, 2022 2:35:00 PM EDT)

**Answer**

- Proposer shall provide a bid/proposal bond of 5% for the entire cost of the initial term of seven (7) years. The amount shall be based upon the higher amount submitted for combined or individual.  
(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 110**

Are the performance and payment bonds 100% of the yearly contracted amount, or should they be based on the entire 7-year contract amount?  
(Submitted: Aug 30, 2022 2:38:04 PM EDT)

**Answer**

- Performance and Payment Bond shall be 100% of the entire cost of the initial term of seven (7) year.  
(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 111**

2.9 Payment Methods – Please clarify the use of the P-Card for payments. Section 2.47 states that it is N/A?  
(Submitted: Aug 30, 2022 2:42:17 PM EDT)

**Answer**

- 2.47 refers to vendors who accept credit card payments on behalf of the City.  
(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 112**

2.12 – Modification of Services – Does this refer to before the contracts starts or after and during the contract term?  
(Submitted: Aug 30, 2022 2:42:59 PM EDT)

**Answer**

- While under contract with the City.  
(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 113**

2.29 Damages to Public or Private Property – Can this be clarified to state that it is due to negligence and not normal wear and tear.  
(Submitted: Aug 30, 2022 2:43:27 PM EDT)

**Answer**

- See response to Question 74.(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 114**

2.36 If the "extension period" of up to 270 days can the rate be adjusted to reflect the change in CPI based upon the All Urban Consumers Price Index(CPI-U) Water, Sewer, Garbage and Trash?(Submitted: Aug 30, 2022 2:43:50 PM EDT)

**Answer**

- Per the solicitation, the Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 115**

3.1 General Information/Intent – Will white goods have the freon removed before the Contractor picks them up? If not who is responsible for removing the Freon?(Submitted: Aug 30, 2022 2:44:16 PM EDT)

**Answer**

- No. The City's disposal location is responsible. See 3.7.4 (M).(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 116**

3.15.1 Las Olas Palm Frond Collections Bulk Waste Collections shall be done on Saturday's weekly, with the exception of the week of normally scheduled bulk service. Can this be changed to do bulk services on Saturday only? No exception?(Submitted: Aug 30, 2022 2:44:48 PM EDT)

**Answer**

- Proposer should include this in their proposal. The City would consider.(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 117**

3.7.3 C. Recycling Pick-Up Policy – If the resident can always put extra recycling on top of or next to the recycling cart it will negate the viability to use an automated side loader truck. This will greatly increase the recycling cost and bid rate. Can this be eliminated?(Submitted: Aug 30, 2022 2:45:10 PM EDT)

**Answer**

- See response to question 45.(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 118**

3.7.3 F. Recycling Pick-Up Policy – It is not feasible for the driver to inspect the contents of the cart. Can it state driver should inspect any recyclables that are readily available for them to see?(Submitted: Aug 30, 2022 2:45:40 PM EDT)

**Answer**

- Yes (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 119**

3.13 Disaster Services – This states that " No additional compensation should be expected for increased cart tonnage". We have been through many events like this and even though the City pays for disposal, the overtime

incurred is substantial. Can you please change it to read "additional compensation will be determined based upon change from normal tonnage records"? (Submitted: Aug 30, 2022 2:46:25 PM EDT)

**Answer**

- No (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 120**

3.16.10 Change of Disposal Site – This covers the Contractor's additional cost to go outside of Broward County, but not within Broward County. Even within the County there are scenarios where a significant additional cost would be incurred. Can this be changed to cover any documented additional travel time would be compensated for? (Submitted: Aug 30, 2022 2:46:49 PM EDT)

**Answer**

- No (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 121**

3.26.13 Failure to Complete Routes – What is the definition of "failure to complete. Is it 10 homes, 20, homes etc.? This a very big fine and needs further definition (Submitted: Aug 30, 2022 2:47:13 PM EDT)

**Answer**

- The City identifies this as 1) Self-reported by the Contractor 2) Missed pick-ups identified through customer miss reports and/or validated by visual/GPS inspection that represents 100 or more homes in the same geographic area. (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 122**

Section 3.4.6. Could the City please provide the list of the 519 multifamily locations listed on the table on section 3.4.6? (Submitted: Aug 30, 2022 2:53:14 PM EDT)

**Answer**

- Yes. Please note the table reflects cart count and not units/stops. See Addendum (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 123**

Section 3.4.6 Could the City provide a list of the 589 commercial locations that get cart service under this RFP? (Submitted: Aug 30, 2022 2:54:03 PM EDT)

**Answer**

- Yes. Please note the table reflects cart count and not units/stops. See Addendum (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 124**

RFP Document- RFP Submittal deadline. Follow up to question 18. Would the City re-consider extending the due date to 30 days after the final questions have been responded to? (Submitted: Aug 30, 2022 3:06:55 PM EDT)

**Answer**

- The City has considered this and prefers to leave the end date as is (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 125**

RFP Document- Section 2.3-This is not considered an exclusive contract. Why would the City secure similar or identical services from another vendor unless there was a default?  
(Submitted: Aug 30, 2022 3:08:08 PM EDT)

**Answer**

- The City recognizes Section 2.3 as Changes & Alterations  
(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 126**

RFP Document - Does the Bidder need to bid on the Bulk Trucks?  
(Submitted: Aug 30, 2022 3:09:05 PM EDT)

**Answer**

- No  
(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 127**

RFP Document-Section 2.24-Proposal Security- Can you please clarify the amount of the proposal security should be 5% of the 1st year annual bid amount?  
(Submitted: Aug 30, 2022 3:09:49 PM EDT)

**Answer**

- See response to Question 109  
(Answered: Sep 1, 2022 2:53:09 PM EDT)

**Question 128**

RFP Document- Section 2.25- Performance Bond- Can you please confirm the performance bond should be an industry standard annual renewal bond in the amount of first year contract amount?  
(Submitted: Aug 30, 2022 3:10:44 PM EDT)

**Answer**

- The Performance Bond must be in effect throughout the initial term of seven (7) years and for the full contractual amount (100%).  
(Answered: Sep 1, 2022 2:45:59 PM EDT)

**Question 129**

RFP Document- Section 3.3-Grand-fathered multifamily properties that are greater than 3 units are supposed to be listed in section 3.4 but are not there. Can you please provide the list?  
(Submitted: Aug 30, 2022 3:11:26 PM EDT)

**Answer**

- Yes. Please note the table reflects cart count and not units/stops. See Addendum  
(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 130**

RFP Document-Section 3.4.2- States the City charges the customer for an additional cart. Does the contractor get paid for the service of the extra carts? We did not see that line item on the price pricing sheet template.  
(Submitted: Aug 30, 2022 3:12:07 PM EDT)

**Answer**

- No. Contractor is compensated per unit, not cart serviced  
(Answered: Aug 31, 2022 10:49:09 AM EDT)

**Question 131**

RFP Document-Section 3.13- Follow up on question 52. If the contractor is called upon to assist with debris clearing, would the compensation be dependent on FEMA reimbursement?**(Submitted: Aug 30, 2022 3:12:55 PM EDT)**

**Answer**

- No. The City would be responsible for making payments to the Contractor and submit for FEMA funding separate from those payments.**(Answered: Aug 31, 2022 10:49:09 AM EDT)**

**Question 132**

RFP Document-Section 3.16.8- What is the term / expiration date of the City's inter-local agreement for disposal?**(Submitted: Aug 30, 2022 3:13:30 PM EDT)**

**Answer**

- The current term for MSW disposal ends 7/2/2028 with options to renew for an additional 5-year term. The City has a proprietary agreement for disposal of yard waste with WM**(Answered: Aug 31, 2022 10:49:09 AM EDT)**

**Question 133**

General Conditions- Section 5.10 Termination for Convenience- Considering the amount of resources the Contractor would commit to this contract. A 30-day cancellation for convenience poses a significant financial risk. Would the City consider removing this clause and replace with cancellation for cause with an opportunity to cure deficiencies with-in 30 days?**(Submitted: Aug 30, 2022 3:14:43 PM EDT)**

**Answer**

- The reservation of right for the City to Terminate for Convenience usually results in the City compensating the successful proposer for the services rendered up to the point the contract is terminated. This minimizes the level of financial risk to the successful proposer. This is not a negotiable term**(Answered: Sep 1, 2022 2:45:59 PM EDT)**

**Question 134**

General Conditions- Section 5.11 Termination for Unappropriated funds- the City would need to find the funds to collect the garbage. Would the city consider removing this clause?**(Submitted: Aug 30, 2022 3:15:26 PM EDT)**

**Answer**

- This is not a negotiable term**(Answered: Sep 1, 2022 2:45:59 PM EDT)**

**Question 135**

Sample Agreement- Section C- Termination for Cause. This section states that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience.

Why wouldn't the City continue with the contract if the termination was inappropriate?**(Submitted: Aug 30, 2022 3:17:18 PM EDT)**

**Answer**

- This clause protects the City's best interest.**(Answered: Sep 1, 2022 2:45:59 PM EDT)**

**Question 136**

Is the contractor required to have a signed service agreement with the multifamily and commercial locations that have curbside services? If yes, would these agreements need to be signed prior the start date?**(Submitted: Aug 30, 2022 3:19:36 PM EDT)**

**Answer**

- The Contractor will have a signed service agreement with the City and not directly with the multifamily and commercial locations. (Answered: Aug 31, 2022 10:49:09 AM EDT)

**Sale of Bulk Fleet - Peterson Lightning Grapple Loaders**

Item	Description	Quantity	Offer
1	V10119	1	\$ 87,500.00
2	V10120	1	\$ 87,500.00
3	V10121	1	\$ 87,500.00
4	V10122	1	\$ 87,500.00
5	V10123	1	\$ 87,500.00
6	V10235	1	\$ 92,500.00
7	V10236	1	\$ 92,500.00
8	V10237	1	\$ 92,500.00
9	V10238	1	\$ 92,500.00
10	V10239	1	\$ 92,500.00
11	V10240	1	\$ 92,500.00
12	V10241	1	\$ 92,500.00
13	V10242	1	\$ 92,500.00
14	V10475	1	\$ 92,500.00
15	V7071	1	\$ 85,000.00
16	V7072	1	\$ 85,000.00
17	V7073	1	\$ 85,000.00
18	V7089	1	\$ 87,500.00
19	V7090	1	\$ 87,500.00
20	V7091	1	\$ 87,500.00
21	V7092	1	\$ 87,500.00

**Total Combined Offer \$ 1,875,000.00**

**Submitted by:**

**Firm/Company:** Eastern Waste Systems, Inc.

**Authorized Representative:** Angelo Marzano

**Title:** President/Director

**Date:** 9/7/2022



# DOCUMENT ROUTING FORM

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

TODAY'S DATE: 1/26/2023

DOCUMENT TITLE: Agreement for sale of Petersen Lightning Grapple Loaders - Eastern Waste Systems, Inc.

COMM. MTG. DATE: 1/10/23 CAM #: 22-1172 ITEM #: CP-4 CAM attached:  YES  NO

Routing Origin: \_\_\_\_\_ Router Name/Ext: MatHE Action Summary attached:  YES  NO

CIP FUNDED:  YES  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?  YES  NO # of originals attached: 3

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

Date to CCO: 1/26/23 Attorney's Name: Rhonda Montoya Hasan Initials: [Signature]

3) City Clerk's Office: # of originals: 3 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 01/27/23

4) City Manager's Office: CMO LOG #: JAN-78 Document received from: 01/27/23

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  originals to  Mayor  CCO Date: 01/31/23

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

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

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards 3 originals to: MatHE (Name/Dept/Ext)

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

Original Route form to CAO  
TM# 23-0010