

Solicitation 12412-803

Curbside Recycling Collection Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12412-803

Curbside Recycling Collection Services

Bid Number **12412-803**
 Bid Title **Curbside Recycling Collection Services**

Bid Start Date **Jun 16, 2020 9:46:29 AM EDT**
 Bid End Date **Jul 14, 2020 2:00:00 PM EDT**
 Question & Answer End Date **Jun 29, 2020 5:00:00 PM EDT**

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

Contract Duration **3 years**
 Contract Renewal **See Specifications**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide curbside recycling collection services for the City's Public Work Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).**

WebEx Bid Opening:
Meeting Link: <https://cof.my.webex.com/cof.my/j.php?MTID=mfa43cfe1ab5877485792e897b22a8e0e>
Meeting number (access code): 126 821 4858
Meeting password: 12412-803
Date: July 9, 2020
Time: 2:00 pm | (UTC-04:00) Eastern Time (US & Canada) | 30 Minutes

Join by phone
Tap to call in from a mobile device (attendees only)
+1-510-338-9438 USA Toll
+1-617-315-0704 USA Toll (Boston)

Global call-in numbers
Join from a video system or application
Dial 626581586@cof.my.webex.com

For further information, go to www.bidsync.com.
Added on Jun 18, 2020:
ADDENDUM 1

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

The bid opening date has been changed to 2 pm, Tuesday, July 14, 2020.
New Bid Opening Information is as follows:
Meeting Link: <https://cof.my.webex.com/cof.my/j.php?MTID=mfa43cfe1ab5877485792e897b22a8e0e>
Meeting Number (access code): 126 821 4858
Meeting Password: 12412803

Join by phone
 Tap to call in from a mobile device (attendees only)
 +1-510-338-9438 USA Toll
 +1-617-315-0704 USA Toll (Boston)

Global call-in numbers
 Join from a video system or application
 Dial 626581586@cof.my.webex.com

All other terms, conditions, and specifications remain unchanged.

Added on Jun 30, 2020:
ADDENDUM 2

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

1. E-Verify Form swapped out with an editable PDF of the same form.

All other terms, conditions, and specifications remain unchanged.

Item Response Form

Item	12412-803--01-01 - Residential and Commercial Recycling Units: Recycling Units
Quantity	460644 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 460644

Description

Current Residential Recycling Accounts = 37,840
 Current Commercial Recycling Accounts = 547
 Current Total Recycling Accounts = 38,387 Accounts

Current Total Recycling Units = 38,387 Accounts X 12 Months = 460,644 Units

Quantities may vary during the contract.

City of Fort Lauderdale
Curbside Recycling Collection Services
ITB # 12412-803

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

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide curbside recycling collection services for the City's Public Work Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 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 ITB 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 Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations let by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. All openings will be held on the BIDSYNCCOM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access. The opening may also be viewed in real time through a "WebEx meeting" or similar type platform as indicated in the Bid Comments section of this solicitation.

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 before the Last Day for Questions indicated in the Solicitation.

1.4 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 ITB 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). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim

of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

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

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

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by 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 ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

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

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

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

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

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. 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. The City will not accept any additional costs.

2.9 Payment Method

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

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

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

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

2.12 Modification of Services

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

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be

paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

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

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

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

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. Specifically, Bidders must be in the business of residential solid waste and/or recycling collections and must possess sufficient financial support, equipment and organizational structure to ensure that it can satisfactorily perform the services required in the scope of services herein if awarded a contract. Bidders must demonstrate that they, or the key staff assigned to the contract, have successfully provided services similar to those specified in the scope of services to at least three (3) entities similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients along with the managerial and financial ability to perform such work. In addition, the Bidder must have no conflict of interest with regards to any other work performed by the Bidder for the City of Fort Lauderdale.

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

2.17.1 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.

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

2.17.3 Bidder or principals shall have relevant experience in residential solid waste and recycling collections. Local manager assigned to supervise work must have sufficient experience in solid waste and recycling collection operations and have served as the manager for collection activities for operations of similar size and complexity to the City of Fort Lauderdale.

2.17.4 Before awarding contract, the City reserves the right to require that Bidders submit such evidence of qualifications as the City deems necessary. Further, the City may consider any evidence of the financial, technical and other qualifications and abilities of a firm or its principals, including previous experience of same with the City and performance evaluation for services, in making the award in the best interests of 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 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 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_S2-182DIREPR

2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Sub-Contractors

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

2.22.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' 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 sub-contractors for payment for work performed for the City.

2.22.3 Contractor shall require all of its sub-contractors 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 sub-contractors will be the sole responsibility of the Contractor.

2.23 Bid Security

2.23.1 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 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 Payment and Performance 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 ITB.

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

2.23.3 The Bidder may choose to mail their original executed bid bond or upload the bid bond on BidSync to accompany their electronic proposal and then deliver the original, signed and sealed bid bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid security in the form of a cashier's check must be an original document and must be submitted at time of the bid 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 deadline.

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

2.23.4 Failure of the successful proposer to execute a contract, provide a Performance 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.

2.24 Payment and Performance Bond

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

2.24.2 The Bidder 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.

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

2.25 Insurance Requirements

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

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

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

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 and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$2,000,000 if part of the Commercial General Liability Policy or \$1,000,000 if a separate Pollution Liability Policy, per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

2.25.4 Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.25.6** 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.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-

insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

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

2.25.9 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.

2.25.10 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.

2.25.11 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.

2.26 Insurance – Sub-Contractors

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

2.27 Award of Contract

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

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

2.28 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.

2.29 Safety

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

2.30 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 Contract Period

The initial contract term shall commence upon date of award by the City or December 1, 2020, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional three (3) 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 180 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.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Cost Escalation. Thereinafter, under this contract shall be subject to a term upward adjustment of three percent (3.00%) of the then-current price. The first such adjustment shall become effective at the commencement of the first renewal three-year term. Subsequent adjustment shall become effective at the commencement of the second renewal three-year term.

2.36 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).

2.37 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.

2.38 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 if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.39 Substitution of Personnel

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

2.40 Ownership of Work

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

2.42 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 should be completed and submitted with proposer's response to this ITB.

2.43 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.

2.44 Rules and Submittals of Bids

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

2.45 Bid Tabulations/Intent to Award

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

2.46 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 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 (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information/Intent

The City of Fort Lauderdale is seeking a qualified Contractor to perform curbside recycling collection services as contained herein:

- A. Residential Recycling Units: 37,840
- B. Commercial Recycling Units: 547

The City of Fort Lauderdale provides for once weekly collection of curbside single-stream recyclables, using semi-automated carts, in 65-gallon and 90 to 95-gallon capacities.

3.2 Permits, Taxes, Licenses and Franchise Fees

- A. Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances of the City of Fort Lauderdale.
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH24SOWA_ARTIIIIPRCOSE
- B. The successful Bidder shall at his or her 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 interlocal agreements that may apply to this contract.
- C. To be considered for an award of this contract, Bidder should hold a current license for Essential Municipal Services issued by the City and be considered a licensed private collector prior to contract award. Link to Essential Municipal Services application below:
<https://gyr.fortlauderdale.gov/home/showdocument?id=14317>
- D. The Contractor shall be responsible for the collection and processing/disposal of recyclables in accordance with his or her license to perform such services in the City.
- E. 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 City limits.
- F. 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.

G. The City's franchise fee does not apply to this contract.

3.3 Service Areas

The City currently provides garbage cart collection two (2) times per week, yard waste cart collection one (1) times per week and single stream recycling cart collection one (1) time per week as per the Solid Waste Collection Map(s) (**See Exhibit "A"**). This solicitation is for the single stream recycling collection service.

3.4 Carts - Curbside Recycling

- A. The City has issued each customer a blue, 65-gallon (semi-automated) wheeled cart for single stream recycling collections. A limited number of customers may have 90 or 95-gallon recycling carts and a limited number may have more than one recycling cart. The City does not track recycling cart size or quantity by customer. The City reserves the right to utilize other sized carts including 35-gallon carts.

- B. Unserviceable containers should be reported by the Contractor, in writing, within 24 hours of observation, typically on the scheduled service day. The City will document the report using its internal work order system.
- C. 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 a driveway/ ingress/egress. 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. City-owned carts shall always be handled with care.
- D. The City retains the responsibility to procure new recycling carts including, but not limited to, cart specifications, design, branding and in-mold labelling. The costs related to the procurement of carts will be borne by the City, except as outlined below. All replacement parts shall be procured by the City at the City's sole expense.
- E. Contractor is responsible for the storage of City carts at a 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. Inventory shall include but may not be limited to:
 - 1. New Carts by Size
 - 2. Refurbished Carts by Size
 - 3. Damaged Carts (no longer useable)
- F. The Contractor will be responsible for the receipt of cart deliveries as well as replacement parts when ordered from the City's cart manufacturing vendor, as coordinated through the City's Contract Coordinator or designee and Contractor's designee. This includes offloading the carts from the delivery truck, assembling as necessary and providing for validation of the bill of lading for accuracy of the delivery against the order. All shipping paperwork should be provided to the City within 48-hours of delivery by electronic correspondence or hard copy. In all cases, hard copy shall be delivered to the City within 10 business days to facilitate payment for the cart manufacturer. Carts will be ordered in full load shipments. Partial orders may not be accommodated. Contractor is responsible for maintaining adequate inventory of carts and replacement cart parts at all times.
- G. At no time shall a City-owned cart be used for open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.
- H. Contractor shall be responsible for the repair of carts (excluding body cracks or approved non-repairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.
- I. Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be managed and disposed of consistent with County and State regulations.
- J. All retired carts (no longer able to be used) shall have axles and wheels and lids removed. Any useable parts shall be retained for repair requests by the Contractor. All retired carts will be recycled by the City unless otherwise approved by the City's Contract Coordinator in writing. All proceeds related to the recycling of the carts are retained by the City. The City shall be responsible for identifying the vendor transporting the retired carts for

recycling and coordinate these activities with the Contractor being notified in writing at least five (5) days prior to transport. Contractor shall assist as needed with dismantling and stacking carts and loading to be hauled. Should Contractor dispose of carts without permission, the City will bill Contractor for the replacement of the carts disposed of using the pricing available per the active cart manufacturing contract at the time the carts were disposed. Current prices are as follows:

1. 65 Gallon Blue \$39.72
2. 96 Gallon Blue \$49.47

- K. The City currently uses handheld scanners to record cart activities. One (1) scanner will be provided to the Contractor for this purpose. The hand scanner is to be used only to record cart deliveries, removals and/or exchanges/repairs. It is not intended to be used as part of collection operations. Scanners must be connected to a proprietary software system hosted by the City's cart manufacturing vendor so that the scanned data may be uploaded into a cloud-based software management system. This process is required a minimum of once weekly. Contractor will be provided access and a unique log-on by the City's cart manufacturing vendor. Contractor will be responsible for the replacement value of the handheld scanner if damaged or lost. Contractor may purchase an additional scanner if desired at their own cost.
- L. The City's existing inventory of carts and replacement cart parts will be transferred to the Contractor's approved storage location as approved by the City's Contract Coordinator upon execution of the contract. It is the Contractor's responsibility to transport carts and replacement cart parts from the City's current storage location at 1901 NW 6th Street, Fort Lauderdale, FL 33311 to the Contractor's storage location. 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 and handheld scanners, shall be delivered to the City by the Contractor 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.
- M. The City recognizes that Contractor's employees or equipment may unintentionally damage collection carts. Contractor shall reimburse the City at current contract pricing for the following no later than the yearly anniversary of their contract with the City:
1. Cost of one (1) load of blue recycle carts- 65-gallon capacity (Currently \$26,612.40)
- N. The Contractor will be responsible to deliver, repair, remove and replace recycling carts. Requests will be forwarded to the Contractor via electronic correspondence (e-mail). Completion should occur on the customer's scheduled service day whenever possible or scheduled directly with the customer when needed. All requests must be handled within five (5) business days (Monday through Saturday) following the day of the request.
- O. For the period October 1, 2015 through September 30, 2019 the City or its vendor performed the following actions:

Fiscal Year	Deliver Recycle Cart	Repair/Exchange Recycle Cart	Remove Recycle Cart
FY 15-16	860	471	135
FY 16-17	825	518	120
FY 17-18	791	599	95
FY 18-19	752	513	116

3.5 Pick-Up Locations - Curbside Recycling

- A. Single-stream recycling 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. Bidders must demonstrate the ability to properly quantify all resources required to service if awarded.
- B. Customers place their carts curbside for collection. However, in a few locations service is provided on an alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the cart to the truck in order to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually push the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternate collection areas for identified accounts shall be provided when identified and requested by the City.
- C. The Contractor shall provide Service for the Disabled as described in Section 3.7 (I).
- D. It will be the sole responsibility of the bidder 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 bidder become familiar with all routes to understand the requirements and equipment necessary to provide single-stream recycling cart collection to each customer. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of a proposal will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work and equipment, materials and labor required.
- E. All customers serviced by the Contractor within the City shall be entitled to collection service. In the event a road or alley is not accessible due to construction, special event, public safety incident, etc. the Contractor shall make every effort to service the customer including rolling carts to the truck. Contractor shall coordinate with City staff during these instances.

3.6 Schedules and Routes

- A. 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.
- B. Customers serviced under this contract shall be provided service on the established route service days. Any and all route and schedule changes shall be approved by the City's Contract Administrator. Changes in collection schedules shall be prominently provided to

each affected customer by individually notifying same in writing with notice approved by City. All costs are to be borne by the Contractor. City expressly reserves the right to approve or deny any requests for routing or scheduling changes. The City may modify pick-up days, no more frequently than annually, during the term of the contract.

- C. Contractor acknowledges and accepts that at times during the year the quantity of recycling to be collected and processed is materially increased by fluctuations in seasonal residents, which may impact Contractor's workload. Contractor agrees that they must maintain the required collection schedules and routes at all times.
- D. 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.
- E. 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.
- F. The Contractor shall increase the routes, work force and equipment as needed to properly perform under this contract.
- G. City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. Contractor agrees to provide any and 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.
- H. Contractor agrees to conduct audits 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 Curbside Recycling

- A. Garbage, yard waste and recycling shall not be collected in the same vehicle unless authorized by the City.
- B. 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.
- C. Recycling cart collection shall be once per week on specific days for each neighborhood as determined and approved by the City.
- D. Contractor shall collect all extra recyclables placed on top of or beside the cart. Customers who repeatedly have excess materials shall be reported by the Contractor to the City via e-mail to be inspected for adequate service.
- E. Following the Christmas holiday, Contractor shall pick up all extra recyclables on top of and on the side of 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.
- F. Missed & Late Set Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.

- G. Each collection day, Contractor shall send via electronic mail a list of routes, drivers assigned, and trucks dispatched. Status updates to be provided at 10am and 3pm daily.
- H. The Route Supervisor shall be responsible to ensure that all route collections have been completed and all customer complaints have been addressed each day. E-mail verification will be provided by each Route Supervisor to the City's Customer Service Center 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.
- I. Service for the Disabled: The City has customers (currently 28 homes) 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 its original location. There will be no additional charge for these residents.
- J. 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:
 - a. 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, tissues, rice and pasta;
 2. Aluminum food and beverage containers;
 3. Steel food and beverage containers;
 4. All plastic bottles and containers marked as Recyclables 1, 2, 3, 4, 5, 6 or 7. Acceptable plastics include but are not limited to:
 - a. Milk, soda and water bottles, detergent bottles, shampoo bottles
 5. Aseptic containers (milk and juice cartons, drink boxes);
 6. Glass food or beverage containers: clear, brown or green; and
 7. Carboard from non-grocery items such as shipping boxes
- K. 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 thirty (30) days written notice should there be a change in what materials are accepted.
- L. Clean Recyclables: All recyclables must be "clean" (free of waste or other non-recyclable debris or "contamination") and placed inside the cart by customer. Driver shall leave any cart that is identified as contaminated and tag the container with notice of such contamination. Contractor shall report all carts tagged to the City within the same business day of tagging the cart. City shall provide tags to the Contractor for this purpose.
- M. 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.
- N. Residents can schedule pick-ups of large amounts of cardboard by contacting the City's 24-Hour Customer Service Center. Contractor will accommodate these pick-ups as requested and directed by the City. Average requests are five (5) per month. There will be no additional cost to the City or resident for this service.

3.8 Complaints

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 6:00 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 and confirmed as completed will be converted to a missed pick-up 24-hours after the inquiry is logged and deemed incomplete.
- D. Any request for service not completed within the recovery windows noted in 3.8 A-C will result in additional missed pick-ups until service is rendered.
- E. Any customer reporting no service after 6pm 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 4 hours of being sent. Correspondence sent after 6pm or on Sunday shall be acknowledged no later than 9am the following morning.

3.9 Special Pick-Up Community Service

At the City's request, the Contractor shall provide special pick-ups during a non-scheduled route day. From time to time, a customer may require additional service. The City may request extra service for a special event or for code compliance purposes. This shall be at no additional cost to the City.

Additionally, the City may ask Contractor to provide recycling collection service to include semi-automated cart service, commercial frontend load and/or Rolloff service, to support community recycling at future established drop off points throughout the City. These community convenience centers will be limited to ten (10) locations and coordinated with the Contractor. Contractor shall provide equipment if requested and service as requested by City's Contract Administrator. Materials will be limited to program recyclables and may be collected as single-stream volumes or commodity-based volumes (Cardboard, plastic, mixed paper, etc.) All volumes will be hauled to the City's designated recycling processing facility and the City retains the rights to the materials. City is responsible for all processing costs, including contamination, for this service. This shall be at no additional cost to the City.

3.10 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 the following: 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.

In addition, Contractor agrees to contribute \$10,000 annually in one lump sum payment to the City, no later than the anniversary date of the contract, to assist in the costs of supporting the collection activities related to recycling collections. These costs include staff time including but not limited to special programs, oversight and compliance and audits, providing literature related to recycling programs and collection, promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers and eliminate contamination and any other information which explains and supports the City's solid waste programs.

3.11 Disaster Services

- A. 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/or until the Contract Administrator 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, the Contractor may be eligible for additional compensation under rates and adjustments at the City's sole discretion. No additional compensation should be expected for increased cart tonnage. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.
- B. Additionally, Contractor may be offered the opportunity to collect other waste stream carts, such as solid waste or yard waste) to supplement efforts following a disaster, such as a hurricane. This may be in addition to, or instead of, recycling carts.
- C. In the event of the emergencies previously listed, and where it is necessary for the Contractor to perform services beyond the routine scope of this Contract, the Contractor and the City shall negotiate the amount of additional resources which may be utilized. These resources must meet the minimum specifications listed within this contract and adhere to the resource unit's rate under this contract. The City shall be free to utilize other Contractors for such services without additional or further obligation to the Contractor.

3.14 Recyclables Processing

- A. The City shall pay for all processing costs for recycling collections.
- B. The City maintains ownership of all recyclables collected and retains rights to the value of all materials collected for rebate/material value purposes.
- C. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate recycling loads. Each week, the Contractor shall submit a daily log sheet containing copies of load tickets to track processing charges in a format acceptable to the City. Load tickets are required for the City to track, reconcile and pay processing fees. The Contractor shall turn in all load 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 five (5) days, the City may order duplicates from the processing 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.

- D. The Contractor shall pay 100% of the disposal cost charged to the City for recycling loads that are not accepted (rejected) by the processing facility. The current processing contract rejects loads that are identified as containing excluded items. Excluded items include radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous or toxic substance or material or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state or local laws or regulations; materials containing information (in hard copy or electric format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances. This includes any additional costs related to segregating, reloading or disposing of the load.
- E. The City reserves the right to direct the Contractor to use specific disposal sites, including transfer stations, located within Broward County during the term of the contract without additional charge. The following recycling processing sites have been approved and are currently being used: Waste Management: 1750 SW 43rd Terrace, Deerfield Beach. Operating hours are Monday through Friday, 6:00 AM to 6:00 PM, Saturday 6:00 AM to 2:00 PM.
- F. Should the City opt NOT to renew its existing agreement recyclable processing with its existing vendor, or if the City, at its sole discretion, chooses to cease directing volumes to the processing vendor, the City reserves the right to require Contractor to procure processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should the vendor be located outside of Broward County, the City will 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.
- G. The City reserves the right to rebid or enter into an agreement with a recycling processing facility and direct any or all volumes to its preferred vendor. 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.
- H. Historical Tons are as follows:

Fiscal Year	Tons
FY 15-16	10,466.02
FY 16-17	10,747.41
FY 17-18	11,786.92
FY 18-19	11,292.39

- I. Contractor shall be responsible for the proper reporting, handling and disposal of any HOT LOAD material.

3.15 Tare Weights

The City requires that vehicle-tare weights, which are used by processing facilities to calculate the final charge the City pays, be validated each year. Depending on the scale system in use at the 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 processing facility and the City to validate charges and confirm revenues.

3.16 Management

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.

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

- A. 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.
- B. Customer Service: Contractor shall maintain a customer service center or dispatch office to receive customer requests from the City's 24-Hour Customer Service Center and Contract Administrator and staff to effectively handle service-related issues. Hours and days of operation shall be listed in a business plan submitted with this bid. 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 Service Center so that all calls are recorded in the City's database.
- C. Route Supervisor:
 - 1. Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor who exclusively supports the City of Fort Lauderdale. An Alternate Route Supervisor shall also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. City reserves the right to request removal or replacement of a route supervisor when it is determined they are not fulfilling responsibilities as outlined herein. Such request shall be made in writing and shall be complied with by Contractor within five (5) business days.
 - 2. Contractor shall schedule Route Supervisors to be in-service Monday-Saturday to respond to collection related issues immediately via two-way communications from the City's 24-Hour Call Center or the City's Contract Administrator.
 - 3. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City.
 - 4. Route Supervisor shall be in company uniform and carry company identification credentials.
 - 5. 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.

6. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.
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. Route Supervisor shall report lost or damaged carts to Customer Service that are in need of repair or replacement and assist customers by distributing and explaining program information.
8. Route Supervisor shall notify City in writing via email of any accidents involving the Contractor's staff or vehicles, regardless of fault, while performing work under this contract and/or damage to public or private property immediately or no later than 24 hours of occurrence.
9. 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. Audits may include but are not limited to contamination audits, participation audits and safety audits.
10. 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.
11. Route Supervisor will also be required to attend regular meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.
12. 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 the contract.
13. Route Supervisors may be required to perform other duties as requested.
14. 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 Administrator.

3.17 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.

3.18 Equipment

- A. 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.
- B. No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.
- C. 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.
- D. 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.
- E. 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 in proper working condition at all times. 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 leaking, unsafe or not in proper working condition.
- F. Vehicles used for collection services under this contract shall be compacting bodies unless otherwise specified in the operational plan submitted.
- G. All vehicles shall be completely covered and loaded such that all collected materials 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.
- H. 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.
- I. All collection vehicles must be equipped with GPS tracking devices monitoring at minimum location and speed of the collection vehicle at any time during the route day. Any spare vehicles used to support collections under this contract must also have a GPS tracking device. 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.
- J. 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.
 - 1. The bottom of the grade shall be approximately 13" from grade or (asphalt/concrete)

2. The Guard face shall be 24" wide and made of 11 gauge still or greater
 3. The guard shall be supported by 3 – 1"x3" supports extending from frame
- K. All Contractor vehicles shall be well maintained and clean in appearance.
- L. Contractor shall provide the City Contract Administrator 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.
- M. 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.
- N. Types of vehicles and specifications to be provided in the bidder's operational plan and submitted as part of their bid response. Failure to submit may deem the bidder non-responsive.
- O. Trucks currently operated by day as reported by the current Contractor are as follows:

Number of Trucks by Collection Day	
Monday	5
Tuesday	6
Wednesday	7
Thursday	5
Friday	5
Saturday	3

- P. Bidder may need to add or reduce routes to satisfy contract requirements. Due to the unique nature of the City of Fort Lauderdale, smaller trucks may also be required to access narrow roadways, alleys or on-street parking conditions.
- Q. The City is working through a complete reroute of its collections to include municipal solid waste, yard waste, recycling and bulk collections (See 3.23). This work may be completed prior to the contract start date. Bidder awarded contract will be invited to participate in the rerouting to ensure optimization of recycle routes if possible.

3.19 Days and Hours of Service

Contractor shall make collections Monday through Saturday. City may consider Monday through Friday at its sole discretion during the rerouting process. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 6:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee.

3.20 Holidays

Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, that route may be skipped and there will be no make-up day. However, since the following scheduled service day would be heavy, the contractor is required to collect extra recycling placed on or around the carts. City reserves the right to request a make up day in the event a Monday through Friday work schedule is agreed upon. In this case, the make up day would be the Saturday following Christmas Day.

3.21 Public Information

City shall prepare, print and provide Contractor with all program information such as cart hangers, program brochures and guidelines.

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

3.22 Liquidated Damages

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay liquidated damages upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor.

- A. Missed pick-up complaints, per calendar week (Sunday through Saturday) \$10.00 per complaint over 15 complaints per week
- B. Missed pick-up complaints from the same customer, more than three, per City fiscal year October 1 through September 30 - \$25.00 per complaint
- C. Failure to clean spilled materials following service resulting in customer complaint - \$25.00 each complaint
- D. Commingling waste streams (servicing open market commercial carts with residential recycling carts, servicing recycling carts with MSW carts, etc.) while on route - \$2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost
- E. Failure to maintain scheduled route start and end times (7am to 6pm) - \$250 per violation
- F. Failure to maintain required supervisory staff, including back-up supervisor - \$500 per week
- G. Failure to provide scheduled reports within 48 hours of request from City - \$100 per day
- H. Failure to deliver, exchange, repair or remove cart within five (5) business days following the request being sent to the Contractor - \$10 per occurrence (Documented attempts by Contractor where service cannot be provided resets the five (5) business days.)
- I. Failure to deliver, exchange, repair or remove cart within ten (10) business days following the request being sent to the Contractor - \$100 per occurrence. (Excludes attempts as noted above in 3.22 (H))
- J. Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4:00 pm or by 9:00 am the following morning when received after 4:00 pm - \$250 per occurrence

- K. Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - \$1000 per occurrence
- L. Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4:00 pm or by 9:00 am the following morning when received after 4:00 pm - \$250 per occurrence
- M. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, public safety, incident, etc.) resulting in delayed service to customers - \$1000 per operating day
- N. Failure to provide GPS record when requested by City - \$200 per occurrence and imposition of liquidated damage related to the request, if applicable

Contractor may appeal the imposition of liquidated damages by incident by notifying the City in writing of its intent to do so within ten (10) calendar days of receipt of liquidated damages from the City. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive liquidated damages at its sole discretion.

3.23 Restructuring Collection Routes (Routing)

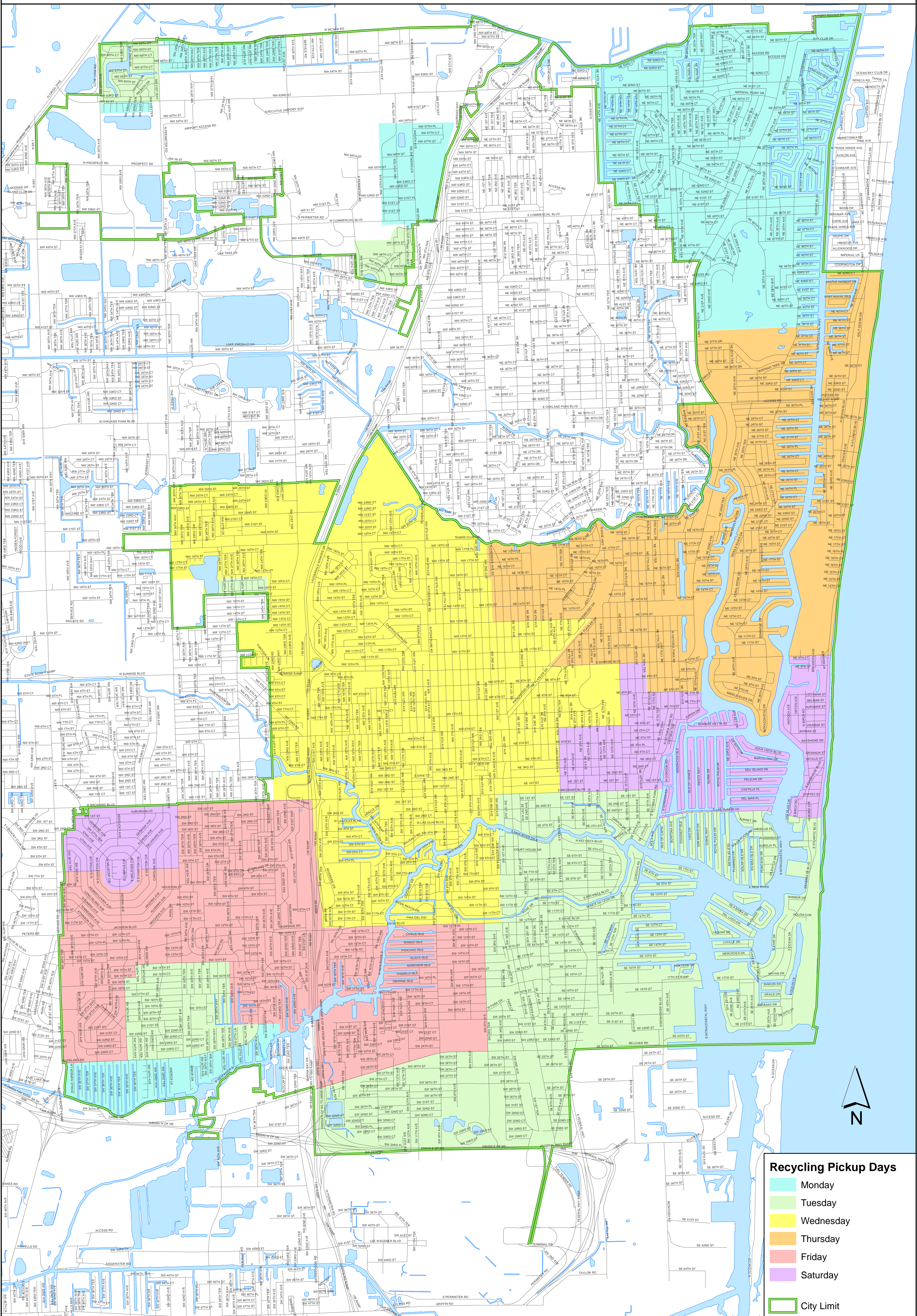
The City recognizes that routes may need to be restructured from time to time and that Contractor desires to provide service as efficiently as possible. It is the City's intent to reroute all collection services throughout the City during Fiscal Year (FY) 2020, including its City-supported bulk collection services and potentially services provided by other City vendors. Following implementation of new routes in FY2020, Contractor will be responsible for providing any routing software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense, to provide options for restructuring recycling routes and ensure coordination with all services. Service levels shall remain the same to customers with no changes in service frequency. City Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the City and must include a formal timeline for implementation, including public outreach. Contractor is responsible for providing all route restructuring services, including reports as requested by the City along with any data required to make an informed decision, in a format acceptable to the City. Timing of reroutes, if approved, shall be determined by the City, at the City's sole discretion.

END OF SECTION



City of Fort Lauderdale Recycling Pickup

EXHIBIT A



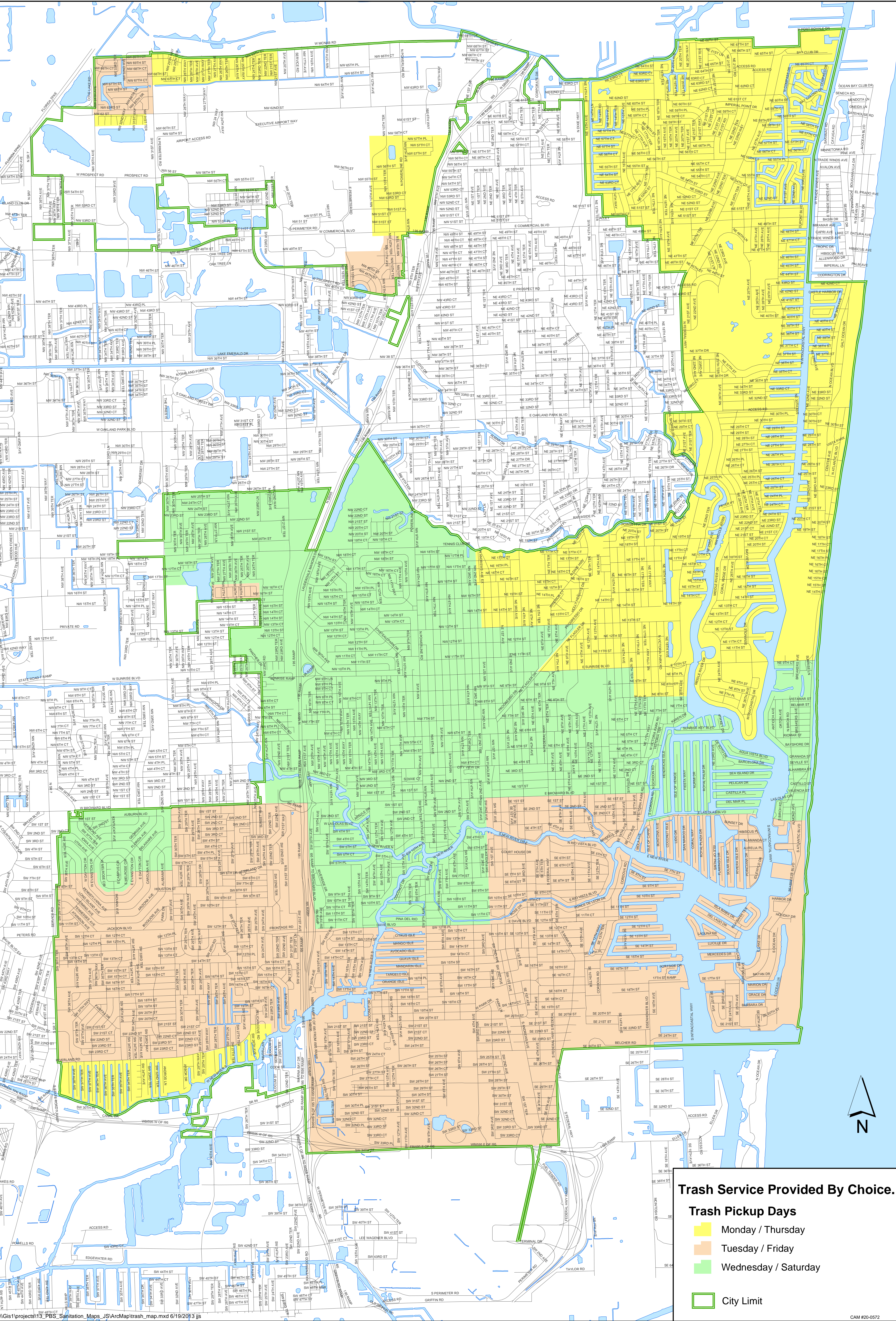
Recycling Pickup Days

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

City Limit



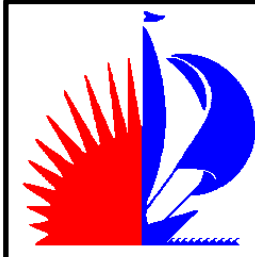
City of Fort Lauderdale Trash Pickup



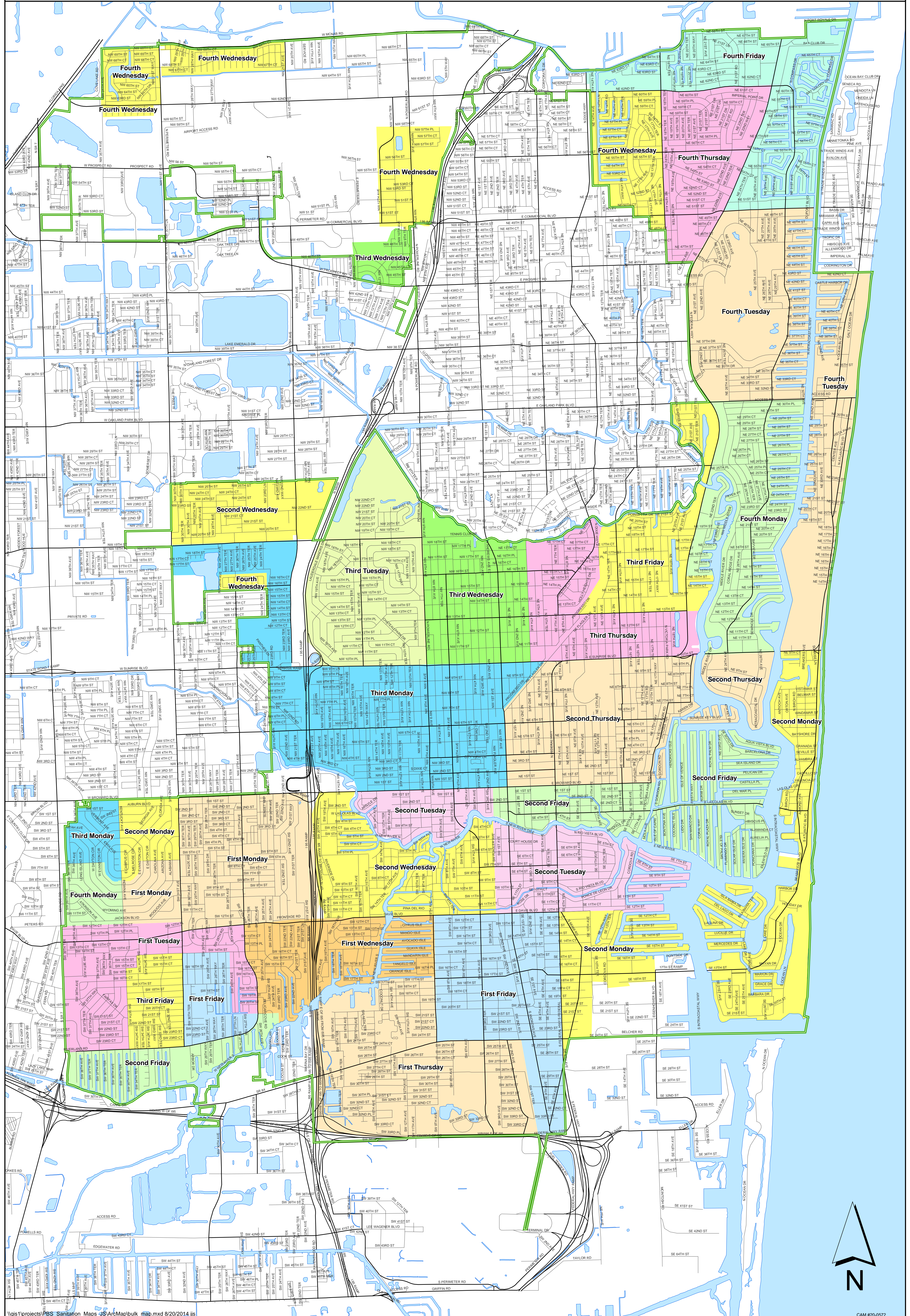
Trash Service Provided By Choice.

Trash Pickup Days

- Monday / Thursday
- Tuesday / Friday
- Wednesday / Saturday
- City Limit

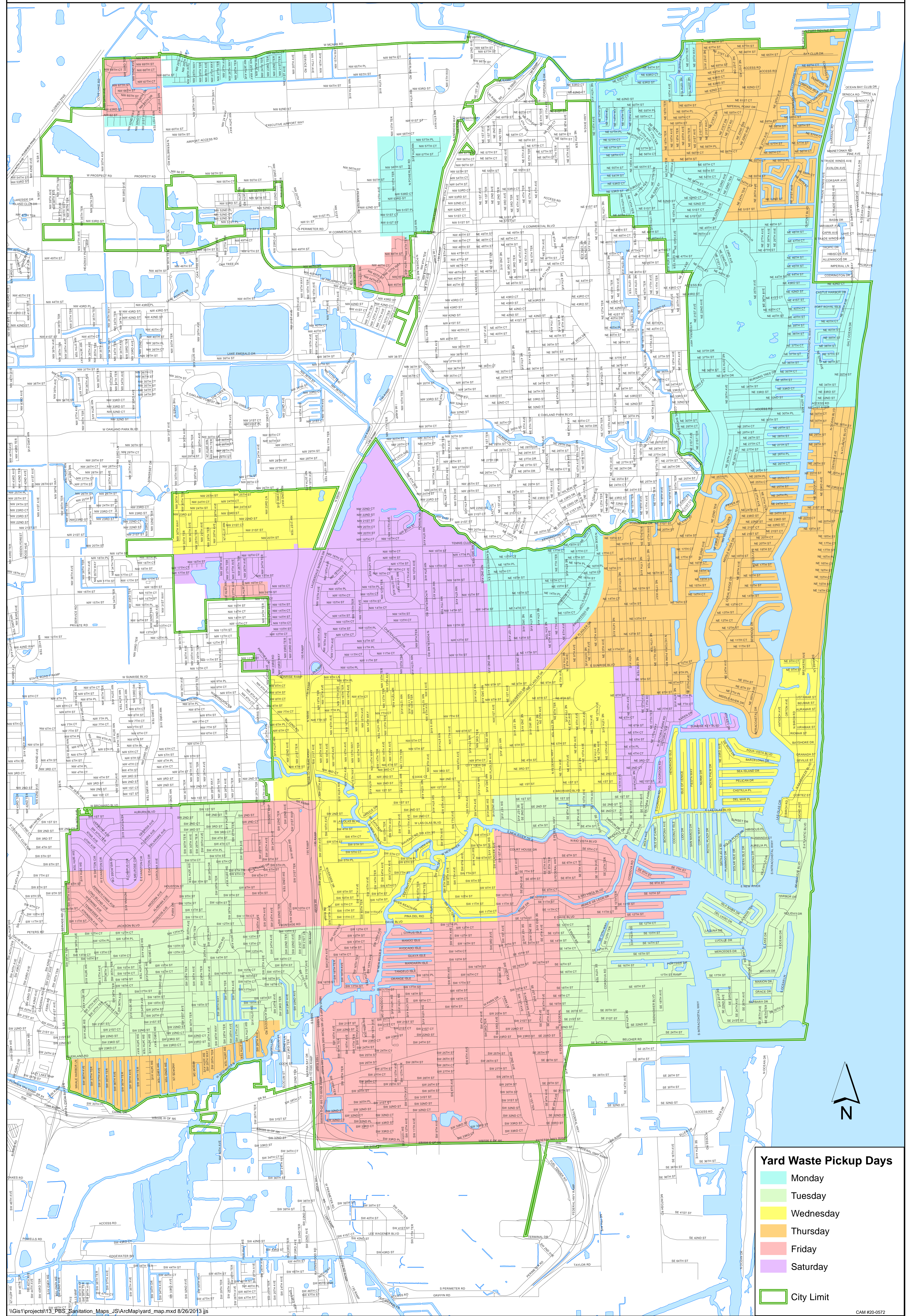


City of Fort Lauderdale Bulk Trash Pickup





City of Fort Lauderdale Yard Waste Pickup



Yard Waste Pickup Days

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- City Limit

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

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

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

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

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

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as security 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.

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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 prior to the termination of the contract.

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Exhibit 1

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.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

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

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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

QUESTIONNAIRE

1. Firm Name:
2. Business Address:
3. Telephone:
4. E-Mail Address:
5. President:
6. Contact Person if other than President:
7. Indicate your firm's number of years of experience in providing residential solid waste and/or recycling collection services?
8. Provide here or attach to your bid details of past projects for three (3) entities of similar size to the City of Fort Lauderdale. Include the year, description, and contract value. Include contact information so the City may contact your references (include addresses, telephone numbers and e-mail addresses).
9. Provide here or attach to your bid the resumes and experience of your firm's local leadership team including the supervisors who would be assigned to this contract.
10. Have you ever failed to complete work awarded to you; if so, where and why?
11. Provide here or attach to your bid the list of equipment that will be available to support the services required in this bid.
12. Will you own or rent equipment?
13. Have you personally inspected the proposed work and have you a complete plan for its performance?
14. Will your firm sub-contract any part of this work? If so, list the sub-contractor(s) contact information, and portions or specialties of the work that you will be subcontracting.
15. Provide here or attach to your bid any other information that reflects your firm's compliance with Section 2.17 of this ITB or your capacity to support the requirements as outlined in Section III Technical Specifications/Scope of Services.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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

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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

Authorized Signature

Print Name and Title

Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

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

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

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

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

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

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>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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, ~~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

ADDENDUM NO. 1

ITB No. 12412-803
TITLE: Curbside Recycling Services

ISSUED: June 18, 2020

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

1. The bid opening date has been changed to 2 pm, Tuesday, July 14, 2020.
2. New Bid Opening Information is as follows:

Meeting Link:

<https://cof.my.webex.com/cof.my/j.php?MTID=mfa43cfe1ab5877485792e897b22a8e0e>

Meeting Number (access code): 126 821 4858

Meeting Password: 12412803

Join by phone

Tap to call in from a mobile device (attendees only)

+1-510-338-9438 USA Toll

+1-617-315-0704 USA Toll (Boston)

Global call-in numbers

Join from a video system or application

Dial 626581586@cof.my.webex.com

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



City of Fort Lauderdale · Procurement Services Division
100 N. Andrews Avenue, 619 · Fort Lauderdale, Florida 33301
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ADDENDUM NO. 2

ITB No. 12412-803
TITLE: Curbside Recycling Services

ISSUED: June 30, 2020

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

1. E-Verify Form swapped out with an editable PDF of the same form.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12412-803 - Curbside Recycling Collection Services

Overall Bid Questions

Question 1

2.53 - Please confirm there is only 1 - 3% adjustment per 3 year renewal period; ie: 1% per year? (Submitted: Jun 17, 2020 12:41:18 PM EDT)

Answer

- In reference to section 2.35, there will be an automatic 3% increase at the beginning of each 3-year renewal term. (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 2

3.4 M. Is it a correct assumption, every year, on the anniversary of the contract (3 times per contract term, 9 times if all renewals are exercised), the contractor must pay \$26,612.40 will be paid to the City as a "maintenance/replacement" cost for carts? (Submitted: Jun 17, 2020 12:48:18 PM EDT)

Answer

- Correct (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 3

3.5 E. During special events will early start time be granted if streets will be blocked off? (Submitted: Jun 17, 2020 12:50:52 PM EDT)

Answer

- Generally special event deliveries are coordinated the day before the event whenever possible. If a special event is planned within 250 feet of residential and does not allow for placement the morning of the event, or prior afternoon, staff can provide written approval to deliver prior to 7am to accommodate operational needs. (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 4

3.6 Are current routes on file with the City and available to bidders? (Submitted: Jun 17, 2020 12:52:27 PM EDT)

Answer

- No (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 5

3.7 F. If the routes are recorded and show a location does not have a cart out by 7:00 a.m. the Contractor is still held accountable for no fault of their own, and needs to service the location that day? If this is correct what is the purpose of having rules and regulations? (Submitted: Jun 17, 2020 12:55:10 PM EDT)

Answer

- If a customer calls and reports a missed service, a missed pick-up is entered into the system the day following the scheduled collection day. If called in the same day as scheduled collections, it is entered as an inquiry. Either way, recovery is required by the vendor. When a stop is reported as not out by the vendor, the vendor is not charged with a missed pick up but is still required to collect the customer if the customer calls reporting no collection.

(Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 6

3.7 H. Please confirm the Route Supervisor is to be a Dedicated Route Supervisor solely for this contract and not crossing for a dual role from solid or yard waste operations routes. (Submitted: Jun 17, 2020 12:57:09 PM EDT)

Answer

- Confirmed. Supervisor should be dedicated to recycling collections only. (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 7

3.10 Please confirm the \$10,000 fee is to be paid at the end of each year within the 3 year term or once per year term at the end. (Submitted: Jun 17, 2020 12:59:50 PM EDT)

Answer

- Payment is to be made each year no later than the anniversary date of the contract.

For example, if the contract is effective June 1st, 2020 the first payment would be due no later than May 31st, 2021 and each year during the contract duration. (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 8

3.14 D Why is the Contractor held liable for contamination the driver cannot see in emptying a cart with an ASL and contamination being in the cart? It seems that should be the Cities responsibility in education. (Submitted: Jun 17, 2020 1:07:14 PM EDT)

Answer

- The City wishes to partner with an experienced company that shares its commitment to sustainability, of which recycling is a key component. While a driver may not be able to identify all contaminants contained within a cart, a driver can identify visibly contaminated carts containing plastic bags, construction materials, yard waste and other materials. (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 9

3.14 E. If the dump site changes and still is in Broward County but is all the way at the South end, such as Reuters, with time, traffic, route times for completion, additional trucks may need to be added which is an additional cost the contractor, how can there not be any discussion regarding an adjustment of charges?

This is a huge risk to the contractor. (Submitted: Jun 17, 2020 1:13:32 PM EDT)

Answer

- Please refer to the VARIANCES section of the Bid/Proposal Certification page. (Answered: Jun 17, 2020 3:18:45 PM EDT)

Question 10

Would the city consider extending the bid due date? Three week is a short turn around. (Submitted: Jun 17, 2020 2:34:09 PM EDT)

Answer

- See Addendum 1. Date extended to July 14, 2020. (Answered: Jun 18, 2020 12:57:36 PM EDT)

Question 11

When does the processing facility's contract expire? (Submitted: Jun 18, 2020 9:08:10 AM EDT)

Answer

- 1/31/21 with 2 one-year options for renewal. The City does plan to renew for another year. (Answered: Jun 18, 2020 1:12:21 PM EDT)

Question 12

How many times was the current hauler charged for contaminated loads and what was the tonnage? (Submitted: Jun 18, 2020 9:40:02 AM EDT)

Answer

- The current contractor has not been charged for a contaminated load during their contract with the City. (Answered: Jun 18, 2020 1:12:21 PM EDT)

Question 13

3.7 D. What happens if this is a continued action with no increase of service? It may become a domino effect with more and more residents leaving materials next to the cart. This will take the driver even longer to finish a route which makes the contractor cost higher with no additional charges to the city. This seems to be a problem with more online ordering and especially during covid19. Is there a point where we actually just leave the material on the sides so the customer is forced to order an extra cart? (Submitted: Jun 18, 2020 10:03:31 AM EDT)

Answer

- Should the driver or route supervisor indicate that a resident is repetitively generating more materials that the cart can contain, contractor should escalate to the City for an inspection and further action up to and including an additional cart. (Answered: Jun 18, 2020 1:12:21 PM EDT)

Question 14

3.14 D How often did this happen, what were the cost involved, and the tonnage? (Submitted: Jun 18, 2020 10:13:20 AM EDT)

Answer

- The current contractor has not been charged for a contaminated load during their contract with the City. (Answered: Jun 18, 2020 1:12:21 PM EDT)

Question 15

Section 3.6 and 3.23 allows route and schedule changes due to approval from the City. Can the bidder submit an alternative bid based on route changes? (Submitted: Jun 18, 2020 2:09:41 PM EDT)

Answer

- No. Routing must be coordinated with other services such as garbage cart and bulk collection and cannot be independent of both. With City approval we allow for route changes during the contract term which guarantees us the opportunity to ensure that coordination. (Answered: Jun 18, 2020 3:32:11 PM EDT)

Question 16

Can the City share the current recycling processing agreement? (Submitted: Jun 18, 2020 2:10:04 PM EDT)

Answer

- This is posted on the City's Website under Departments/ Finance/ Procurement/ Contracts. Look for Waste Management.

<https://www.fortlauderdale.gov/departments/finance/procurement-services/contract-list-sorted-by-vendor>

(Answered: Jun 18, 2020 2:27:42 PM EDT)

Question 17

Is the data base of service addresses available in a Geo Coded Digital File or Flat File with addresses & Zip Codes? (Submitted: Jun 19, 2020 3:27:52 PM EDT)

Answer

- Yes (Answered: Jun 19, 2020 4:15:03 PM EDT)

Question 18

Would the City consider changing the allowed increase from 1 - 3% increase per 3 year period (1% per year) after the initial 3 yr. term to:

Maximum of 3% per year following the CPI of Solid Waste & Sewer Workers after the first initial 3 year?

Any prudent operator recognizes that a 1% per year increase will not allow the contractor to keep up with inflation and the cost of providing the service the City expects especially with keeping experienced drivers/employees and providing competitive salaries/benefits.

This yearly adjustment would save the City money rather than a Contractor factoring the required cost increases into pricing up front as with the 1st 3 yr. term, this would be extended through 6 additional years. (Submitted: Jun 21, 2020 9:15:29 AM EDT)

Answer

- No (Answered: Jun 22, 2020 9:49:21 AM EDT)

Question 19

In Bid Section II Special Terms and Conditions Section 2.23.1 Bid Security Amount is define as 5% of the total proposed amount. Will the City clarify:

Is the 5% calculated on just one year of the annual total proposed revenue amount? Or

Is the 5% calculated on a total combined three years revenue amount?combined? (Submitted: Jun 21, 2020 2:11:50 PM EDT)

Answer

- The solicitation requests an annual amount for the service on an estimated 460,644 units. Bid Security shall be five percent (5%) of that total proposed amount. (Answered: Jun 22, 2020 9:49:21 AM EDT)

Question 20

In Bid Section 2.24.1 The Payment and Performance Bond amount is define as 100% of the total proposed amount. Will the City clarify:

-Must The proposer must provide two bonds? One Performance Bond and One Payment Bond?

-Is the performance bond amount calculated on 100% of one year of annual total proposed revenue amount? Or is it calculated on a total of the three-year contract term total proposed amount combined?

-Is the payment bond amount calculated on 100% of one year of annual total proposed amount? Or is it calculated on a total of the three-year contract term total proposed amount combined? (Submitted: Jun 21, 2020 2:13:33 PM EDT)

Answer

- Payment and Performance Bond is one bond provided annually and calculated based on 100% of total proposed annual revenue amount. (Answered: Jun 22, 2020 9:49:21 AM EDT)

Question 21

In Bid section 3.16.B Customer Service there is a reference to a "business plan submitted with this proposal". Will the City please provide an outline of all items that must be included/discuss in the business plan? (Submitted: Jun 21, 2020 2:14:14 PM EDT)

Answer

- The business and operational plan should at minimum include the bidder's information related to 2.17 (Minimum Qualifications), 2.22 (Subcontractors), 3.16 (Management) and 3.18 (Equipment) along with any other operational information relevant to the bidder's success should they be awarded the contract. This would include equipment lists and specifications, resumes of leadership and supervisory staff, etc. (Answered: Jun 23, 2020 2:43:40 PM EDT)

Question 22

In Bid section 3.18.F There is a reference to a operational plan submitted. Will the City please provide an outline of all items that must be included/discuss in the operational plan? (Submitted: Jun 21, 2020 2:14:44 PM EDT)

Answer

- The business and operational plan should at minimum include the bidder's information related to 2.17 (Minimum Qualifications), 2.22 (Subcontractors), 3.16 (Management) and 3.18 (Equipment) along with any other operational information relevant to the bidder's success should they be awarded the contract. This would include equipment lists and specifications, resumes of leadership and supervisory staff, etc. (Answered: Jun 23, 2020 2:26:27 PM EDT)

Question 23

To: Laurie D Platkin, CPPB
Senior Procurement Specialist Finance - Procurement Division
954-828-5138
lplatkin@fortlauderdale.gov

From:
John Ferguson
Great Waste & Recycling Service
john@great-waste.com
954-812-1177

Re: Question(s) on Bid 12412-803 - Curbside Recycling Collection Services have been answered by City of Fort Lauderdale, FL.

Questions:

1. What amount is Gold Metal paying per ton at Deerfield Beach Recycling Center?
2. Do we have to take Recyclable Materials to the Deerfield Beach Processing Facility?

3. Could the successful take recyclables materials to Wheelabrator, where they wouldn't have a problem with curbside cart contamination and the City would be able to use those tons for electricity generation? Contamination is a major concern Haulers which could have major financial consequences for rejected contaminated truck loads. Haulers take big risks, even though their drivers can't see what's inside the recycling cart.

4. What is the current price each resident pays monthly recycling services?

5. Page 8, section 2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

With the high cost of Capital needed for trucks to service this contract, in excess of \$4 million for this Contract, would the City consider removing this section this section in its entirety? Having basically a month to month contract concerns haulers regarding investing in such funds in risky endeavors. (Submitted: Jun 24, 2020 1:00:42 PM EDT)

Answer

- 1. Gold Medal does not pay for processing or disposal fees.
- 2. Yes, unless otherwise approved by the City.
- 3. No
- 4. Residents pay a monthly sanitation fee on their utility bill for all services provided. Recycling is not broken out.
- 5. No (Answered: Jun 24, 2020 2:08:01 PM EDT)

Question 24

1. Page 7 Section 2.12.1. If the city is requiring us to take on similar work from other departments, will the city negotiate compensation of such work?
2. Page 7 Section 2.12.2. If the contractor provides equipment, resources and personnel, ;then the city wants to reduce or eliminate services: how will the city compensate the contractor?
3. Page 8 Section 2.12.3. Would the city remove Section 2.13.
4. Page 20 Section 3.2. Is the Muni code and Essential Municipal services the same license?
5. Page 20, Section 3.2 D. Please clarify: if the contractor is responsible for processing or will the city direct the contractor to a third-party site?
6. Page 23, Section 3.5 C. Will the city provide the disabled list?
7. Page 23 Section 3.6 A. How will the contractor service those street closures?
8. Page 24 Section 3.6 H. How many audits will be required during the term of the contractor? What is the sample size?
9. Page 25 Section 3.7 M.- How many marketing campaigns will the contractor need to participate on a yearly basis. What equipment and containers will be needed?
10. Page 25 Section 3.7 N. What is considered large amounts of cardboard? (Submitted: Jun 24, 2020 5:06:22 PM EDT)

Answer

- 24.1: This is standard legal language included in all bid documents. Please note that any request to take on additional work that is not reasonable or becomes an undue burden would be excluded.
- 24.2: This is standard legal language included in all bid documents. An unlikely reduction or elimination of service would result in prorated contractor's fees commensurate with the estimated cost of that work.
- 24.3: No
- 24.4: The link to Municode 3.2 (A) refers to the Essential Municipal Services licensure requirement in 3.2 (C) and includes all other required local, state and federal license requirements including, but not limited to, Business Tax License, FDOT permits, etc.
- 24.5: Please see 3.14- the City will direct its recyclables to the appropriate recycling processor but reserves the

right to require Contractor to procure a processing vendor.

24.6: Yes, the City provides this list to its awarded vendor and updates it periodically to reflect additions and deletions to the list.

24.7: Generally, arrangements are made to stage carts at another location in coordination with the hauler and the residents.

24.8: Typically, the City performs its own audits however, from time to time, it is necessary to engage GPS technology on collection trucks, to request contractor assistance for areas serviced on Saturdays, etc. These are normally focused by Homeowner Association, to provide meaningful and actionable data. The expectation is 4 such audits to be performed each calendar year.

24.9: The City hosts and attends a number of events each year where it may be appropriate to promote recycling. These include presentations to local schools, festivals and like events. Contractors would provide manpower and truck with City carts, should that be requested, to educate the public on recycling and anti-contamination. The expectation would be 4 to 6 such events annually.

24.10: This intended to reflect unusual homeowner events, specifically moving boxes. (Answered: Jun 25, 2020 11:33:38 AM EDT)

Question 25

11. Page 26 Section 3.9. What is the city's intent for the 10-community convenience center, is it permanent or temporary? Will these 10 centers be manned by the contractor or just require contractor's equipment?

12. Page 26 Section 3.10. How many presentations, homeowner's association, environmental events and cleanup will be required by the contractor annually. What services will be required for environmental events and cleanup(i.e., Equipment, Labor and containers)? What waste stream will be collected?

13. Page 27 Section 3.11. If the contractor is asked to provide services in addition to, will the contractor get compensated?

14. Page 28 Section 3.14 G. If the city removes commodities from the recycling stream , who pays for the educational costs to the residents?

15. Page 30 Section 3.16-13. What other duties is required by the supervisor?

16. Page 33 Section 3.21. Will the city be responsible for costs of the Public information brochures? (Submitted: Jun 24, 2020 5:06:57 PM EDT)

Answer

- 25.11: These would be small convenience centers strategically placed throughout the City. The contractor would provide the equipment and service containers provided but would not require staffing for the convenience centers.

25.12: Generally, presentations and other special events would be between 4 and 6 per calendar year. Contractor would provide containers and service for any clean-up events and would be limited to collection of recyclables only.

25.13: Contractor would be eligible. City staff would confirm with Contractor in writing prior to activities taking place.

25.14: The City

25.15: This is meant to cover any tasks otherwise not listed such as collecting cart tags from the City, providing reports like cart inventory counts, performing site visits when issues arise, etc.

25.16: Yes, the City will be responsible. (Answered: Jun 25, 2020 11:33:38 AM EDT)

Question 26

What is the monthly Rate that Gold Metal is paid per resident from the City. (Submitted: Jun 24, 2020 9:41:54 PM EDT)

Answer

- \$3.29/unit (Answered: Jun 25, 2020 8:12:15 AM EDT)

Question 27

The E-Verify Affirmation Statement will not let you type in our information. Is there a problem with the

formatting for filling in responses. (Submitted: Jun 29, 2020 1:17:27 PM EDT)

Answer

- Print, Sign, then upload into BidSync while entering your bid and supporting documents. (Answered: Jun 29, 2020 4:49:59 PM EDT)

- Addendum 2 was added replacing old E-Verify Form with a new E-Verify editable PDF. Either form is fine as long as one is filled out, signed and submitted with your bid. (Answered: Jun 30, 2020 3:01:35 PM EDT)

Question 28

On Addendum No. 1, the Bidder signature line will not allow you to type anything. Do we just print and sign and where do we upload the signed copy? (Submitted: Jun 29, 2020 1:21:57 PM EDT)

Answer

- The document is an editable PDF. Print if you wish, Sign manually or electronically, then upload into BidSync while entering your bid and supporting documents. (Answered: Jun 29, 2020 4:47:29 PM EDT)

Question 29

How will State House Bill No. 73 changes affect this Bid and/or Contract? (Submitted: Jun 29, 2020 2:33:17 PM EDT)

Answer

- (Answered: Jun 29, 2020 4:47:29 PM EDT)

- It will not affect this solicitation. The Scope of Work already addresses the changes. (Answered: Jun 30, 2020 2:32:14 PM EDT)