

Solicitation 12680-823

Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers

Bid Designation: Public



City of Fort Lauderdale

Bid 12680-823

Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers

Bid Number **12680-823**

Bid Title **Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers**

Bid Start Date **Jun 7, 2022 1:58:53 PM EDT**

Bid End Date **Jul 6, 2022 2:00:00 PM EDT**

Question & Answer End Date **Jun 27, 2022 5:00:00 PM EDT**

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

Contract Duration **3 years**

Contract Renewal **2 annual renewals**

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 hauling and disposal services for silts and soils for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Additionally, the City wishes to sell three (3) Dewatering Tanks / Boxes in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

For additional information go to www.BidSync.com.

BID OPENING:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTImYmNkYzYtODczNC00Y2ZmLTImYzUtZWlzZWY4MmYy1OTZl%40thread.v2/0?context=%7b%22Tid%22%3a%228de03ec9-e412-4fb8-9a79-1b8f7a4bea90%22%2c%22Oid%22%3a%22a4ab02d4-f501-4f59-a0c5-34af53b513ff%22%7d

Or call in (audio only) +1 954-686-7296,,594292620# United States, Fort Lauderdale - Phone Conference ID: 608 055 755#

**Added on Jun 9, 2022:
ADDENDUM 1**

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

In response to question 9, providing current contract pricing for all available line items. New line items have been added to this solicitation that were not included previously

All other terms, conditions, and specifications remain unchanged.

**Added on Jun 17, 2022:
ADDENDUM 2**

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

In response to question 18, providing invoices from current contractor for services in May 2022.

All other terms, conditions, and specifications remain unchanged.

Added on Jun 29, 2022:

ADDENDUM 3

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

1. In response to question 35, we are providing the regulatory TCLP analysis parameter list we use in addition to the other characteristics such as reactivity, flammability, toxicity, and corrosiveness.

All other terms, conditions, and specifications remain unchanged.

Item Response Form

Item **12680-823--01-01 - Default Lot: 10 Yard Roll-Off Dumpster - Open Top**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See IFB Specifications](#)
 See IFB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Enter a fixed price per pull for a 10 yard roll-off dumpster - Open Top.
 The quantity in the past twelve (12) months was zero (0). This is not indicative of future use.

Item **12680-823--01-02 - Default Lot: 20 Yard Roll-Off Dumpster - Open Top**
 Quantity **240 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See IFB Specifications](#)
 See IFB Specifications
 Fort Lauderdale FL 33301
 Qty 240

Description

Enter a fixed price per pull for a 20 yard roll-off dumpster - Open Top.
 The estimated annual quantity is 240 pulls.

Item **12680-823--01-03 - Default Lot: 30 Yard Roll-Off Dumpster - Open Top**
 Quantity **18 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 [See IFB Specifications](#)

See IFB Specifications
 Fort Lauderdale FL 33301
Qty 18

Description

Enter a fixed price per pull for a 30 yard roll-off dumpster - Open Top.
 The quantity in the past twelve (12) months was eighteen (18). This is not indicative of future use.

Item **12680-823--01-04 - Default Lot: 40 Yard Roll-Off Dumpster - Open Top**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See IFB Specifications](#)
 See IFB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter a fixed price per pull for a 40 yard roll-off dumpster - Open Top.
 The quantity in the past twelve (12) months was zero (0). This is not indicative of future use.

Item **12680-823--01-05 - Default Lot: Service Charge Allowance**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See IFB Specifications](#)
 See IFB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Enter a price for a service charge to provide additional service Sunday's, Night Service (6:00 pm - 7:00 am) and Priority or Emergency Service(s).

The quantity in the past twelve (12) months was zero (0). This is not indicative of future use.

Item **12680-823--01-06 - Default Lot: Dead Run with Flat Rate**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See IFB Specifications](#)
 See IFB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Contractor's time/expense In the event a can is inaccessible or overloaded/contaminated and can't be pulled.

The quantity in the past twelve (12) months was zero (0). This may not be indicative of future use.

Item **12680-823--01-07 - Default Lot: Fuel Surcharge - Estimated \$10,000 Annually**

CAM #22-0717
 Exhibit 1
 Page 4 of 71

Quantity **1 year**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See IFB Specifications
 See IFB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description
All bidders are to bid \$10,000. This is an estimated annual amount.

Item **12680-823--02-01 - Items for Sale: Sale of Dewatering Tank / Box - A**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description
 The City currently owns three (3) dewatering containers that were purchased new in May 2019. All three cans are unused and in excellent condition (see photos in Attachment 'B') and are currently located at 1901 NW 6th Street, Fort Lauderdale.

The sale of these tanks / boxes will go to the highest bidder and are not contingent on the contract award for Hauling and Disposal of Silts and Soils.

City reserves the right to accept or decline any bid at its sole discretion.

The bidder is bidding on 1 of 3 for each of the three line items.

Item **12680-823--02-02 - Items for Sale: Sale of Dewatering Tank / Box - B**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description
 The City currently owns three (3) dewatering containers that were purchased new in May 2019. All three cans are unused and in excellent condition (see photos in Attachment 'B') and are currently located at 1901 NW 6th Street, Fort Lauderdale.

The sale of these tanks / boxes will go to the highest bidder and are not contingent on the contract award for Hauling and Disposal of Silts and Soils.

City reserves the right to accept or decline any bid at its sole discretion.

The bidder is bidding on 1 of 3 for each of the three line items.

Item **12680-823--02-03 - Items for Sale: Sale of Dewatering Tank / Box - C**
 Quantity **1 each**
 Unit Price

Delivery Location

City of Fort LauderdaleSee ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

The City currently owns three (3) dewatering containers that were purchased new in May 2019. All three cans are unused and in excellent condition (see photos in Attachment 'B') and are currently located at 1901 NW 6th Street, Fort Lauderdale.

The sale of these tanks / boxes will go to the highest bidder and are not contingent on the contract award for Hauling and Disposal of Silts and Soils.

City reserves the right to accept or decline any bid at its sole discretion.

The bidder is bidding on 1 of 3 for each of the three line items.

City of Fort Lauderdale
Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers
ITB # 12680-823

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 hauling and disposal services for silts and soils for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact 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.

1.3 Pre-bid Conference and/or Site Visit

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

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

1.4 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. Bidders 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 Bidder's 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.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) 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.

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

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

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

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Bids / Minor Irregularities

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

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

2.12 Modification of Services

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

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

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

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

<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. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal a City of Fort Lauderdale License for Essential Municipal Services.

<https://gyr.fortlauderdale.gov/home/showpublisheddocument/66447>

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.

2.18 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

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

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

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

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

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>.

2.19.5 Definitions

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

2.20 Disadvantaged Business Enterprise Preference

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

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

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

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>.

2.20.5 Definitions

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

2.21 Protest Procedure

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

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodid=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 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.

2.23.2 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.

2.23.3 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.

2.24 Bid Security - N/A**2.25 Payment and Performance Bond - N/A****2.26 Insurance Requirements**

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

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

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Contractors Pollution Liability Coverage

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

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

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

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

2.27 Insurance – Sub-Contractors

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

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

2.29 Award of Contract

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

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

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

2.30 Damage to Public or Private Property

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

2.31 Safety

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

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the

particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

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

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

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

2.35 Approved Equal or Alternative Product Bids - N/A

2.36 Contract Period

The initial contract term shall commence upon date of award by the City or October 9, 2022, 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 one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments

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

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases

occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U) Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) unless agreed upon by City.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.38 Fuel Surcharge

Fuel surcharges may be accepted and shall be calculated as a percentage of the Contractor's hauling charge to the City (net disposal costs). Fuel surcharges for Diesel will be adjusted quarterly according to the table in Attachment "A" and will have a CAP of 6%.

Adjustments will be based on the DOE Retail On-Highway Diesel Price as published for the US average and will be accepted January 1st, April 1st, July 1st and October 1st each year. Appropriate documentation must be provided by the Contractor to be considered for a fuel surcharge adjustment by the City. Contractor shall compute the fuel surcharge by determining the Department of Energy's US Average Diesel Price published on the 3rd Monday of the last month of the quarter. Contractor must provide this information to the City in a format acceptable to the City including the published DOE Retail On-Highway Diesel Price, the Contractor's hauling charge (net disposal costs) and the appropriate percentage charged as per the table in **Attachment 'A'**. <http://www.eia.gov/petroleum/gasdiesel/>

2.39 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).

2.40 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.

2.41 Contractor Performance Reviews and Ratings

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

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

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

2.42 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.43 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.

2.44 Condition of Trade-In Equipment - N/A

2.45 Conditions of Purchase Payment - N/A

2.46 Verification of Employment Status

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

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

2.47 Service Organization Controls - N/A

2.48 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.

2.49 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.

2.50 Bid Tabulations/Intent to Award

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

2.51 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.

2.52 PCI (Payment Card Industry) Compliance - N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.01 DEFINITIONS:

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

3.02 TYPES OF MATERIAL:

- A. Processable Waste: The term “processable waste” shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires,

wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

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

3.03 PERFORMANCE BY THE CONTRACTOR

The Contractor shall collect and dispose of silts/soils from various City locations. Collections are to be made from bulk containers or dumpsters (10, 20, 30, or 40 cubic yards in size) or in City-provided decanting/dewatering containers by use of roll-off trucks.

Containers are currently located as follows:

- Stormwater (Street Sweeping & Infrastructure) Silts: 1901 NW 6th Street, Fort Lauderdale
 - 2-30cy Rolloff Containers
- Lauderdale Memorial Park Cemetery Soils: 2001 SW 4th Avenue, Fort Lauderdale
 - 2-20cy Rolloff Containers
- Sunset Memorial Gardens Cemetery Soils: 3201 NW 19th Street, Fort Lauderdale
 - 1-30cy Rolloff Container

but may be placed at other locations within the City of Fort Lauderdale and in Broward County. Locations, sizes of containers and frequency of pickup may vary as service levels could be different due to the changing nature/volume of silts/soils generated. The cost per cubic yard must be the same for every location.

During the contract period, the City may make any changes to service levels and locations as necessary by notifying the Contractor in writing. Changes may include new service locations, location increases or decreases in number and/or size of containers and the changes to the frequency of pickup. Contract costs shall remain the same regardless of increases or decreases in service.

3.04 COMPLAINTS

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

3.05 MISSED COLLECTIONS

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

3.06 DAMAGE TO PROPERTY

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

3.07 HOURS / DAYS OF OPERATION

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

- A) Roll-off service will be provided Monday - Saturday.
- B) Holidays: roll-off service shall be provided on all holidays excluding Christmas Day.
- C) Special/Emergency Events: roll off service shall be provided for special/emergency events, which may involve Holidays, Sundays, and special night hours of 6:00pm-7:00am.

3.08 CONTAINER LOCATION / SIZE / FREQUENCY OF SERVICE

See below for historical roll-off service for silts/soils as serviced in 20cy or 30cy open-top rolloffs. On Call service will be on “as needed” basis. See chart below for historical volumes.

Service Month/ Year	Street Sweeping Silts		Infrastructure Silts		Cemetery Soils	
	# of Pulls	Tons	# of Pulls	Tons	# of Pulls	Tons/CY
Apr-21	5	42.81	5	50.32		
May-21	5	64.35	5	70.18	1	22.80
Jun-21	5	75.99	5	66.94	1	17.46
Jul-21	3	51.13	3	46.02		
Aug-21	2	31.39	2	31.57		
Sep-21	4	67.87	4	62.69		
Oct-21	3	47.00	3	42.59	1	6.91
Nov-21	3	46.20	3	48.28		
Dec-21	3	43.58	4	65.4		
Jan-22	4	57.37	4	53.77		
Feb-22	4	58.59	4	46.44	5	150cy
Mar-22	5	61.99	5	72.00	12	300cy
Totals	46	648.27	47	656.2	20	47.17

3.09 SPILLAGE AND LITTER

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

3.10 COLLECTION AND DISPOSAL OF SILTS AND SOILS

The Contractor will be responsible for the collection and disposal of silts/processible waste in accordance with his license to perform such services to the City. Current disposal locations are below:

- Silts: Waste Management facility located at 2700 Wiles Road in Pompano Beach.
- Soils: Forman Industrial Land Borrow Pit located at 5600 Reese Road in Davie.
- C&D: Waste Management facility located at 2700 Wiles Road in Pompano Beach.
- Solid Waste: Wheelabrator Waste-To-Energy Plant located at 4400 South State Road 7 in Davie.

Disposal locations may change during the term of this agreement. Contractor shall notify the City's Contract Administrator or delegate in writing of such changes. The City reserves the right to approve or exclude disposal locations at its sole discretion.

If disposal fees for City-approved sites are increased during the contract period at no fault of the Contractor, then the Contract Administrator has the authority to approve an increase as provided for in the Contract Cost Adjustments paragraph of this agreement.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract. These sites may differ from those provided herein.

Soils generated for Stormwater activities and Lauderdale Memorial Park Cemetery and Sunset Memorial Gardens Cemetery are screened using TCLP or Toxicity Characteristic Leaching Procedure tests. Stormwater screenings (last tested February 10, 2022) and both cemetery screenings (last tested March 29, 2022) were within parameters with no exceedances. The City is responsible for the testing of these materials and will provide the results to the Contractor upon request. City will notify the Contractor immediately in writing should an exceedance be recorded.

3.11 CHANGES IN SERVICE LEVEL – ORDERING ON-CALL SERVICE

The Contract Coordinator must make all requests for scheduled services under this contract in writing. If a request for a change in service level or a service request is made by a City user other than the Contract Administrator or their designee, the Contractor will not act upon that request but instead inform the requesting party that they must process their request through the Public Works Department Contract Coordinator. Contractor shall record material being hauled and/or reference number as provided by the Contract Administrator or their designee when authorizing service. This information shall be provided on the monthly invoice.

3.12 TRUCKS AND BULK CONTAINERS

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

- A. Trucks and containers must display the company's name and phone number.
- B. All containers must display a 4–6-inch cubic yard sticker on the front side indicating the size of the container for auditing and billing purposes.
- C. Containers must be well maintained, freshly painted, and above average in appearance.
- D. Containers must be maintained in a clean and sanitary condition including odor control.
- E. Containers must be returned to the original storage location.

3.13 DELIVERIES AND SERVICE

- A. General Delivery and Service: Containers will be delivered and serviced or removed within 24 hours of City request Monday – Saturday (6 days) to sites approved by the City per all-inclusive contract rates.
- B. Special / Emergency Events: (ON-CALL) Sunday-Saturday (7 days)
- C. Priority and Emergency Service (within 2 hours of notification)
- D. General delivery and service rates shall apply to pre-scheduled special events. Monday – Saturday 7:00am-5:00pm.
- E. SERVICE CHARGE: Contractor shall provide an additional service charge for service on Sundays, night service 6:00pm-7:00am, and priority or emergency service.
 - 1) Priority or Emergency Service is delivery of roll-off service within 2 hours of notification.
 - 2) In the event that the Contractor fails to deliver roll-off container within 2 hours of notification then the Service Charge shall not apply.
 - 3) Service Charge will apply per container per dispatch or mobilization.
 - a) Single dispatch example.... Deliver container
 - b) Single dispatch example.... Empty & return
 - c) Single dispatch example.... Pick-up

* The majority of roll-off use is intended to be under General Delivery terms & conditions. However, based on the City's needs, the Contractor agrees to provide service when requested and the City agrees to pay the Contractor an additional Service Charge above the General Delivery contracted rate.

3.14 BUSINESS PLAN

Bidder should provide the following business plan attachments with the bid submittal:

- A. **Equipment Inventory:** Submit a listing of your equipment and include, but not limit to; make, body type, size, chassis model, year, condition and whether owned or leased.
- B. **Business References:** List a minimum of three business references and include name, type of business, address, owner, and telephone number.
- C. **Personnel Qualifications:** List your personnel qualifications and include name of the person who will perform contract services, position, qualifications, and years of experience.
- D. **Operational Experience:** List your operational experience for both municipality and non-municipality service. Include the municipality or business identity, period of operation, name of an officer of the organization whom the City may contact and telephone number.
- E. **Facilities:** Describe your facilities and location including maintenance operations. Include the number of personnel assigned each type of operation, number of personnel assigned 24-hour service, system radio dispatch and any backup equipment if not previously listed.
- F. **Additional Information:** If you have additional information that will assist the City in evaluating your bid, submit with your bid proposal as a separate attachment.

3.15 PERMITS, TAXES, LICENSES, FRANCHISE FEES

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

Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale. To be considered for award of this contract the Contractor must hold a current license for essential municipal services issued by the City; and be considered a licensed private collector prior to bid opening. Failure to provide evidence of such shall deem the Contractor unresponsive.

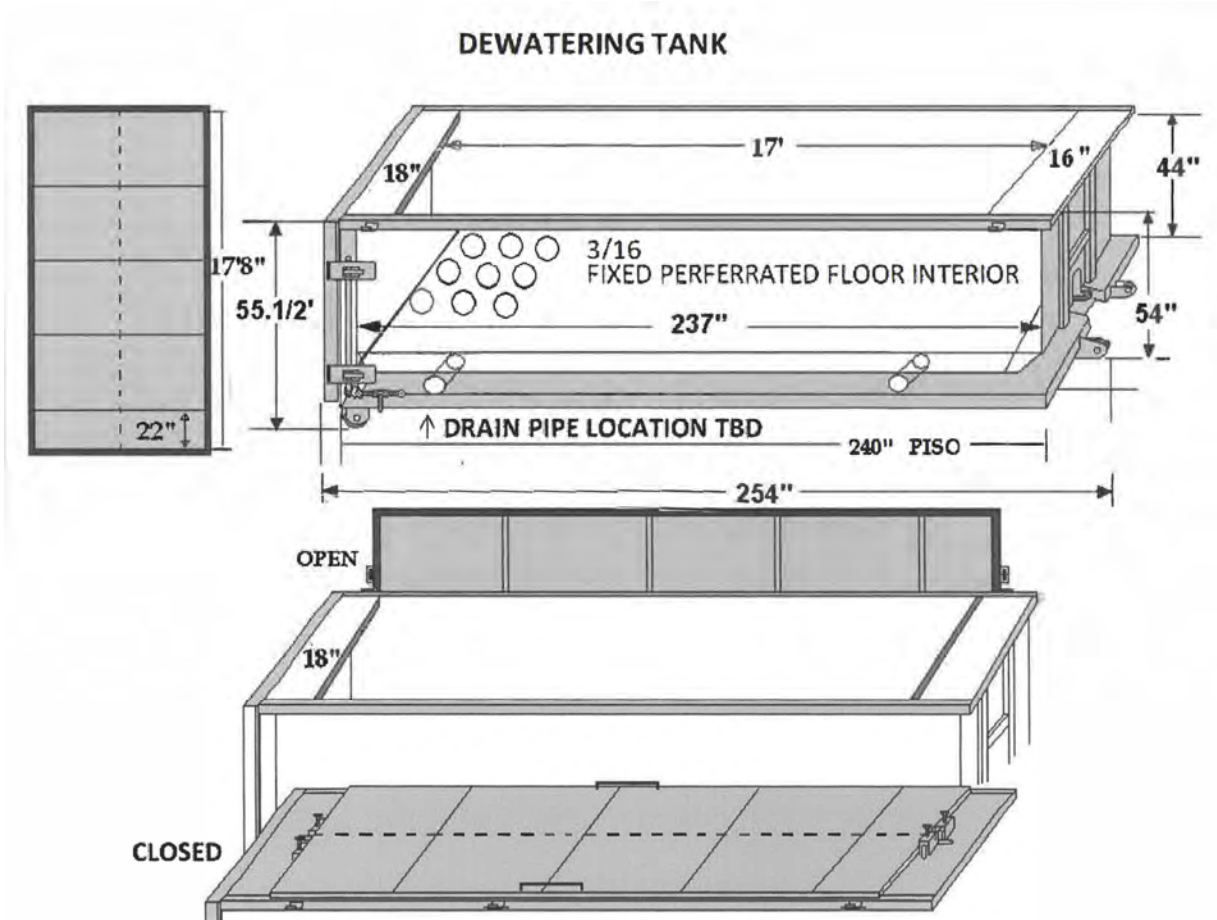
The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.

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

The City's Franchise Fee applies to hauling activities under this contract and is currently established as 25% of gross receipts as established by resolution (refer to Chapter 24, Section 24-69 Fort Lauderdale Code of Ordinances). Any invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 25% of the total invoice amount net disposal (inclusive of the Franchise Fee) billed to the City.

3.16 SALE OF THREE (3) DEWATERING CONTAINERS (20 CUBIC YARDS EACH)

The City currently owns three (3) dewatering containers that were purchased new in May 2019. All three cans are unused and in excellent condition (see photos in **Attachment 'B'**) and are currently located at 1901 NW 6th Street, Fort Lauderdale. Specs are depicted below:



Manufacturer is Baler and Compactor of South Florida.

Purchaser is required to make all arrangements for transportation and assumes any and all costs related to transporting to their facility. Purchaser must make payment to the City within 45 days of bid acceptance in a format acceptable to the City. Contractor must take possession of equipment within 30 days of the City's acceptance of payment. City reserves the right to accept or decline any bid at its sole discretion. Franchise fees do not apply to the purchase of these containers.

END OF SECTION

ATTACHMENT – A**FUEL SURCHARGE TABLE (PRICES PER GALLON)**

AT LEAST	BUT LESS THAN	SURCHARGE
	\$2.22	-1.75%
\$2.22	\$2.30	-1.50%
\$2.30	\$2.38	-1.25%
\$2.38	\$2.46	-1.00%
\$2.46	\$2.54	-0.75%
\$2.54	\$2.62	-0.50%
\$2.62	\$2.70	-0.25%
\$2.70	\$2.78	0.00%
\$2.78	\$2.86	0.25%
\$2.86	\$2.94	0.50%
\$2.94	\$3.02	0.75%
\$3.02	\$3.10	1.00%
\$3.10	\$3.18	1.25%
\$3.18	\$3.26	1.50%
\$3.26	\$3.34	1.75%
\$3.34	\$3.42	2.00%
\$3.42	\$3.50	2.25%
\$3.50	\$3.58	2.50%
\$3.58	\$3.66	2.75%
\$3.66	\$3.74	3.00%
\$3.74	\$3.82	3.25%
\$3.82	\$3.90	3.50%
\$3.90	\$3.98	3.75%
\$3.98	\$4.06	4.00%
\$4.06	\$4.14	4.25%
\$4.14	\$4.22	4.50%
\$4.22	\$4.30	4.75%
\$4.30	\$4.38	5.00%
\$4.38	\$4.46	5.25%
\$4.46	\$4.54	5.50%
\$4.54	\$4.62	5.75%
\$4.62	CAP	6.00%

ATTACHMENT – B









**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 surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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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 in satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards 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.

REFERENCES

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

1. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

2. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

3. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

4. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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

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

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

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

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

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1)
(Business Name)

is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2)
(Business Name)

is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3)
(Business Name)

is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4)
(Business Name)

is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5)
(Business Name)

requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)
(Business Name)

requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

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

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

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE

AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)
(Business Name) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

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

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

(4)
(Business Name) is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5)
(Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6)
(Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:
PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021

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:

9/15/2020

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,

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. 12680-823
Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers

ISSUED: June 9, 2022

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

1. In response to question 9, providing current contract pricing for all available line items. New line items have been added to this solicitation that were not included previously

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

5

MST Scrap Metal dba MST Dumpsters

Bid Contact Nanci Landy
 mstrecycling@gmail.com
 Ph 954-368-3841

Address 3310 SE 6th Ave
 Fort Lauderdale, FL 33316

Qualifications WBE

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12179-893--01-01	10 Yard Roll-Off Dumpster - Open Top	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-02	20 Yard Roll-Off Dumpster - Open Top	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-03	30 Yard Roll-Off Dumpster - Open Top	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-04	40 Yard Roll-Off Dumpster - Open Top	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-05	10 Yard Roll-Off Dumpster - Dewatering	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-06	20 Yard Roll-Off Dumpster - Dewatering	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-07	30 Yard Roll-Off Dumpster - Dewatering	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-08	40 Yard Roll-Off Dumpster - Dewatering	Supplier Product Code:	First Offer - \$120.00	1 / each	\$120.00	Y
12179-893--01-09	Service Charge	Supplier Product Code:	First Offer - \$175.00	1 / each	\$175.00	Y

Supplier Total \$1,135.00

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ADDENDUM NO. 2

ITB No. 12680-823
Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers

ISSUED: June 17, 2022

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

1. In response to question 18, providing invoices from current contractor for services in May 2022.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



Ft. Lauderdale, FL 33316

954-368-3841

Invoice

Date	Invoice #
6/2/2022	40566

Bill To
City of Ft. Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

Service Address
City FTL-2001 2001 SW 4th Ave Fort Lauderdale, FL 33315

Any amounts not paid by the due date of invoice, shall incur a \$50.00 late fee and accrue interest at the highest rate allowed by law.

P.O. No.	Terms	Due Date
	Net 60	8/1/2022

Item	Description	Qty	Rate	Amount
Swap of 30yd	Swap of 30yd (#340 - C&D) #36613 on 05/11/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#264 - Dirt- #36790 on 05/16/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#2025 - Dirt) #36791 on 05/16/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#274 - Dirt) #37075 on 05/23/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#264 - Dirt) #37076 on 05/23/2022	1	117.30	117.30
DnR of 30yd	DnR of 30yd (#345 - C&D) #37312 on 05/27/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#2016 - Dirt) #37313 on 05/27/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#264 - Dirt) #37314 on 05/27/2022	1	117.30	117.30
Other	Order #36790: clean dirt, dumped at recycling	1	50.00	50.00
Other	Order #37076: clean dirt, dumped at recycling	1	50.00	50.00
Other	Order #37314: clean dirt, dumped at recycling	1	50.00	50.00
Other	Order #37313: clean dirt, dumped at recycling	1	50.00	50.00

Thank you for your business! Please review us, like us and follow us @MSTdumpsters	Total	\$1,138.40
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Ft. Lauderdale, FL 33316

954-368-3841

Invoice

Date	Invoice #
6/2/2022	40569

Bill To
City of Ft. Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

Service Address
city FTL-3201 3201 NW 19th St Fort Lauderdale, FL 33311

Any amounts not paid by the due date of invoice, shall incur a \$50.00 late fee and accrue interest at the highest rate allowed by law.

P.O. No.	Terms	Due Date
	Net 60	8/1/2022

Item	Description	Qty	Rate	Amount
Swap of 30yd	Swap of 30yd (#386 - Soil-) #36341 on 05/03/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#242 - Dirt) #36342 on 05/03/2022	1	117.30	117.30
Swap of 30yd	Swap of 30yd (#3001 - Soil) #36566 on 05/10/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#223 - Dirt) #36567 on 05/10/2022	1	117.30	117.30
Swap of 30yd	Swap of 30yd (#353 - Soil-) #36792 on 05/16/2022	1	117.30	117.30
Swap of 20yd	Swap of 20yd (#250 - Dirt) #36793 on 05/18/2022	1	117.30	117.30
Other	Order #36342: clean dirt, dumped at recycling	1	50.00	50.00
Other	Order #36567: clean dirt, dumped at recycling	1	50.00	50.00
Other	Order #36792: clean dirt, dumped at recycling	1	50.00	50.00
Other	Order #36793: clean dirt, dumped at recycling	1	50.00	50.00

Thank you for your business! Please review us, like us and follow us @MSTdumpsters	Total	\$903.80
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Ft. Lauderdale, FL 33316

954-368-3841

Invoice

Date	Invoice #
6/2/2022	40579

Bill To
City of Ft. Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

Service Address
City of FTL-1901 Silts 1901 NW 6th St Fort Lauderdale, FL 33311

Any amounts not paid by the due date of invoice, shall incur a \$50.00 late fee and accrue interest at the highest rate allowed by law.

P.O. No.	Terms	Due Date
	Net 60	8/1/2022

Item	Description	Qty	Rate	Amount
Swap of 20yd	Swap of 20yd (#289 - Silts-) #36446 on 05/05/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#2017 - Silts-) #36447 on 05/05/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#238 - Silts) #36738 on 05/13/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#2017 - Silts-) #36739 on 05/13/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#282 - SILTS-) #37019 on 05/20/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#2017 - SILTS-) #37020 on 05/20/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#2018 - SILTS) #37209 on 05/25/2022	1	120.00	120.00
Swap of 20yd	Swap of 20yd (#2017 - SILTS) #37210 on 05/25/2022	1	120.00	120.00

<p>Thank you for your business! Please review us, like us and follow us @MSTdumpsters</p>	<p>Total \$960.00</p>
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purchase@fortlauderdale.gov

ADDENDUM NO. 3

ITB No. 12680-823
Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers

ISSUED: June 29, 2022

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

1. In response to question 35, we are providing the regulatory TCLP analysis parameter list we use in addition to the other characteristics such as reactivity, flammability, toxicity, and corrosiveness.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Toxicity Characteristic Leaching Procedure (TCLP) Regulatory Levels

METALS	TCLP Regulatory Level, mg/L	EPA Hazardous Waste Number	Recommended Test Method
Arsenic	5.0	D004	7061
Barium	100.0	D005	7080
Cadmium	1.0	D006	7130
Chromium	5.0	D007	7190
Lead	5.0	D008	7420
Mercury	0.2	D009	7471
Selenium	1.0	D010	7741
Silver	5.0	D011	7760

VOLATILE ORGANICS	TCLP Regulatory Level, mg/L	EPA Hazardous Waste Number	Recommended Test Method
Benzene	0.5	D018	8260B
Carbon Tetrachloride	0.5	D019	8260B
Chlorobenzene	100.0	D021	8260B
Chloroform	6.0	D022	8260B
1,4-Dichlorobenzene	7.5	D027	8260B
1,2-Dichloroethane	0.5	D028	8260B
1,1-Dichloroethylene	0.7	D029	8260B
Methyl Ethyl Ketone	200.0	D035	8260B
Tetrachloroethylene	0.7	D039	8260B
Trichloroethylene	0.5	D040	8260B
Vinyl Chloride	0.2	D043	8260B

SEMIVOLATILE ORGANICS	TCLP Regulatory Level, mg/L	EPA Hazardous Waste Number	Recommended Test Method
o-Cresol	¹ 200	D023	8270C
m-Cresol	¹ 200	D024	8270C
p-Cresol	¹ 200	D025	8270C
Cresol	¹ 200	D026	8270C
2,4-Dinitrotoluene	0.13	D030	8270C
Hexachlorobenzene	0.13	D032	8270C
Hexachlorobutadiene	0.5	D033	8270C
Hexachloroethane	3.0	D034	8270C
Nitrobenzene	2.0	D036	8270C
Pentachlorophenol	100.0	D037	8270C
Pyridine	2 5.0	D038	8270C
2,4,5-Trichlorophenol	400.0	D041	8270C
2,4,6-Trichlorophenol	2.0	D042	8270C

¹If Cresols cannot be differentiated, total cresol may be used.

ORGANOCHLORINE PESTICIDES	TCLP Regulatory Level, mg/L	EPA Hazardous Waste Number	Recommended Test Method
Chlordane	0.03	D020	8081A
Endrin	0.02	D012	8081A
Heptachlor (and its Epoxide)	0.008	D031	8081A
Lindane	0.4	D013	8081A
Methoxychlor	10.0	D014	8081A
Toxaphene	0.5	D015	8081A

CHLOROPHENOXY ACID HERBICIDES	TCLP Regulatory Level, mg/L	EPA Hazardous Waste Number	Recommended Test Method
2,4-D	10.0	D016	8150
2,4,5-TP (Silvex)	1.0	D017	8150

Reference: 40 CFR 261, Appendix II, 1993 ed., as amended by 58 FR 46040, August 31, 1993.

Question and Answers for Bid #12680-823 - Hauling and Disposal of Silts and Soils and Sale of Dewatering Containers

Overall Bid Questions

Question 1

2.36

270 days is too long of an extension to continue to hold pricing that is intended for 3 years a 3-year contract if not renewed. Please consider changing an extension to 90-120 days due to the cost of providing service continuing to rise at an extremely fast rate every month. **(Submitted: Jun 9, 2022 7:08:10 AM EDT)**

Answer

- The City anticipates the awarded vendor to perform services in accordance with the solicitation. If so, the City intends to renew the contract as per the agreement. Like this solicitation, it is common practice to go out for bid before a contract period ends. There are exceptions we renew month to month for 90 days or more if needed to finalize a new contract. Per the City's code we can extend up to 270 days if needed. **(Answered: Jun 9, 2022 12:22:38 PM EDT)**

Question 2

2.38

Please change fuel surcharges to monthly not quarterly. Diesel fuel has risen at a tremendous amount weekly per gallon to calculate only once every quarter.

Why is fuel capped at 6%? This is unfair to the contractor. We have no cap on Diesel fuel and it can continue to rise as the contractor provides service at a loss until each quarter. Please remove this language. **(Submitted: Jun 9, 2022 7:09:12 AM EDT)**

Answer

- This will remain quarterly and capped at 6%. **(Answered: Jun 9, 2022 12:22:38 PM EDT)**

Question 3

3.03

The material being disposed of in the 30yd containers may make our trucks overweight if loaded completely full. What is the process with the city if that happens? **(Submitted: Jun 9, 2022 7:09:42 AM EDT)**

Answer

- The City only loads halfway or to a load fill line, if marked by the Contractor on the Roll-off container. Should a box be deemed overweight by the driver, the City should be notified and staff will offload. **(Answered: Jun 9, 2022 12:22:38 PM EDT)**

Question 4

3.07

For the term of the last contract how many times were Special/Emergency provided? **(Submitted: Jun 9, 2022 7:09:54 AM EDT)**

Answer

- Zero (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 5

3.10

Does the city have an account that is charged for disposal at these locations or does the contractor have to negotiate a rate with the disposal sites? If the city does are, they billed directly? If a container is rejected at one of these location for unacceptable material how is that handled? (Submitted: Jun 9, 2022 7:10:41 AM EDT)

Answer

- Contractor is responsible for disposal costs as a direct pass through to the City. The Contractor is billed for disposal by the disposal site. If a container is rejected, the City will work with the Contractor to identify an appropriate facility for disposal and would likely be the Monarch Hill Landfill facility. (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 6

3.13

What if an issue that is out the contractors control happens that the driver cannot be to the location within 2 hours for Priority or emergency service? Accidents, weather, road closures, religious obligations to call a driver in on a Sunday? 3 hours seems more achievable even if an obstacle comes up to slow a driver down. (Submitted: Jun 9, 2022 7:11:14 AM EDT)

Answer

- The City recognizes that unanticipated circumstances occur from time to time. The Contract Coordinator has the ability to approve a variance when submitted by the Contractor in writing. (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 7

3.13

Just to clarify charges below if each dispatch is a billable charge to the city. Example is \$100 per dispatch.

Deliver container: \$100

Empty & Return container: \$100

Pick-up container: \$100 (Submitted: Jun 9, 2022 7:11:33 AM EDT)

Answer

- Each dispatch is chargeable for requests made for service requested on Sunday, night service or requests indicated as emergency of priority with a 2-hour service window. (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 8

3.15

Just to confirm. When bidding we add the franchise fee into the charges, not charge as a separate line item on the invoice like regular franchisee fees paid to the city? (Submitted: Jun 9, 2022 7:11:52 AM EDT)

Answer

- The bidder should include all franchise fee costs into their hauling fee. It shall not be charged as a separate line item on the invoice. (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 9

What is the current pricing for all size containers per haul? What is the current disposal charges for all materials? What is the current dead run charge? What is the current priority/emergency service charge? What is SAM #22-0717

Exhibit 1

Page 66 of 71

the current fuel surcharge? (Submitted: Jun 9, 2022 7:12:38 AM EDT)

Answer

- See Addendum 1 for current contract pricing for all available line items. New line items have been added to this solicitation that were not included previously. (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 10

Who is the current contractor? (Submitted: Jun 9, 2022 7:12:50 AM EDT)

Answer

- MST Scrap Metal, Inc. (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 11

What was the start date of the current contract in place? (Submitted: Jun 9, 2022 7:13:00 AM EDT)

Answer

- October 9, 2018 (Answered: Jun 9, 2022 12:22:38 PM EDT)

Question 12

If franchise fees are to be included in the haul rates, please confirm there is no franchise fee to be paid on disposal, as it is an unknown due to weight. (Submitted: Jun 13, 2022 6:39:19 AM EDT)

Answer

- Correct (Answered: Jun 13, 2022 10:26:48 AM EDT)

Question 13

Please reconsider the response on the fuel surcharge, if it remains as is the City will be paying on expected increases during the term from day one as the Contractor must protect itself from the potential "futures" of fuel, which experts have publicly stated could reach close to \$10.00 per gallon if inflation continues. (Submitted: Jun 13, 2022 6:43:25 AM EDT)

Answer

- This is not a question. See response to Question 2 regarding request to change Section 2.38 - Fuel Surcharges. (Answered: Jun 13, 2022 10:26:48 AM EDT)

Question 14

Just to clarify, the response to question # 7 as an example is "\$100 per dispatch"
So if the the bid price line item is "\$100 per pull" that is for a "dump and return" of a container at a permanent location.

If the contractor is delivering containers to temp. site charges would be as follows:

Delivery (dispatch) \$100

Dump and return \$100

Pickup/Remove container \$100 (Submitted: Jun 17, 2022 5:30:43 AM EDT)

Answer

- See response to question 7- the Contractor may charge for any action requested (delivery, dump and return or removal) on Sunday, night service or emergency basis. As deliveries are not chargeable, Contractor would only

charge the service charge. The service charge would also apply for a dump (whether a dump and return or removal) plus the customary fee for dump plus disposal. (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 15

Follow up to question #13 since it was deemed "not a question?"

Will the City reconsider the original response to the question asked regarding less than a quarterly adjustment on fuel surcharge, as fuel prices are published weekly by the DOE to at least Quarterly? (Submitted: Jun 17, 2022 5:34:25 AM EDT)

Answer

- No (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 16

Can an additional line item be added if a load is rejected by a disposal site for a reason not under the Contractors control as the City is loading the containers and directing the Contractor which disposal site it is to be delivered to? There is additional truck time involved in a situation such as this. (Submitted: Jun 17, 2022 5:38:17 AM EDT)

Answer

- No (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 17

The assumption is in 3.10 these materials are already approved for disposal at these sites by the City? What are the current rates? (Submitted: Jun 17, 2022 5:41:16 AM EDT)

Answer

- Correct. The City's rate for Waste Management is \$37.50 per ton. The rate for Forman Industrial is \$50 per load. (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 18

Please provide the last Invoice for these services for May 2022 from the current contractor. (Submitted: Jun 17, 2022 5:43:07 AM EDT)

Answer

- See Addendum 2 (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 19

There is no line item to submit a quote for the sale of the dewatering containers, will one be added? (Submitted: Jun 17, 2022 5:45:01 AM EDT)

Answer

- There is a separate Lot for these in the bid. Refer to items 12680-823--02-01 - Items for Sale through 12680-823--02-03 - Items for Sale. See pages 4-5 in the full bid packet (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 20

In performing a site visit to the NW 6 st location, there were 20 yd. containers on site, but section 3.03 states 30yd.?

This material is looks to be very heavy and 20 yd, containers would be the proper size to be utilized, is this possibly a typo?

The NW 19 St. states "soils" as the material, why is a 30 yd. being utilized, rather than a 20 yd. containers for the same material at the SW 4 Ave. site? (Submitted: Jun 17, 2022 5:53:09 AM EDT)

Answer

- The City reserves the right to change the container size at it's discretion. We have used both 20cy and 30cy containers for services contemplated in this contract. (Answered: Jun 17, 2022 2:49:11 PM EDT)

Question 21

Can this material also be dumped at the Waste Management facility at Oakes Road? Monarch Hill takes a lot longer to get to and to dump. (Submitted: Jun 22, 2022 12:31:35 PM EDT)

Answer

- No, WM has not permitted at this time. (Answered: Jun 22, 2022 2:06:46 PM EDT)

Question 22

If the City pays the dump fees as a pass through, is there an agreement with Waste Management to charge the hauler the city's negotiated price? The city's price is not the same as what is charged to the hauler. (Submitted: Jun 22, 2022 12:34:43 PM EDT)

Answer

- Yes (Answered: Jun 22, 2022 1:55:27 PM EDT)

Question 23

Is it required that the bidder for the hauling also bid on the dewatering containers? (Submitted: Jun 22, 2022 12:36:57 PM EDT)

Answer

- No (Answered: Jun 22, 2022 1:55:27 PM EDT)

Question 24

Will the city be billed by the disposal location directly for material delivered? (Submitted: Jun 27, 2022 11:21:01 AM EDT)

Answer

- If it is under the City's account, yes. (Answered: Jun 27, 2022 12:48:54 PM EDT)

Question 25

2. Will the City provide the disposal rates at the facilities listed in the solicitation for billing purposes? (Submitted: Jun 27, 2022 11:21:51 AM EDT)

Answer

- Duplicate questions. See answer to 17. (Answered: Jun 27, 2022 12:48:54 PM EDT)

Question 26

Is the contractor responsible to negotiate their own disposal rates for the City's material? (Submitted: Jun 27, 2022 11:23:06 AM EDT)

Answer

- If they desire to take to an approved alternative site, yes. (Answered: Jun 27, 2022 12:48:54 PM EDT)

Question 27

Indemnity, Section 5.08 – Would the City agree to insert the “negligent” before actions and confirm that the contractor is not responsible for indemnifying the City for the City's own negligent conduct? (Submitted: Jun 27, 2022 11:25:09 AM EDT)

Answer

- Not at this time. If this is important to your bid, please submit as a variance. (Answered: Jun 27, 2022 12:48:54 PM EDT)

Question 28

Termination for Convenience, Section 5.10 – Would the City remove this provision or make it mutual? (Submitted: Jun 27, 2022 11:25:50 AM EDT)

Answer

- No (Answered: Jun 27, 2022 12:48:54 PM EDT)

Question 29

Will the City consider annual adjustments according to the Garbage & Trash CPI; or the Water, Sewer, and Trash CPI in lieu of fixed pricing over the course of the initial 3-year term? (Submitted: Jun 27, 2022 11:27:59 AM EDT)

Answer

- No (Answered: Jun 27, 2022 12:48:54 PM EDT)

Question 30

Will the City agree to renewals by mutual agreement of the parties? (Submitted: Jun 27, 2022 11:29:55 AM EDT)

Answer

- Please refer to section 2.36. (Answered: Jun 27, 2022 12:55:29 PM EDT)

Question 31

Will the City allow prospective bidders to review city-owned boxes to determine and/or confirm serviceability? (Submitted: Jun 27, 2022 11:30:40 AM EDT)

Answer

- Yes (Answered: Jun 27, 2022 12:49:54 PM EDT)

Question 32

Will the City allow prospective bidders to review City-owned containers to determine and/or confirm serviceability? (Submitted: Jun 27, 2022 11:37:06 AM EDT)

Answer

- Duplicate of Question 31 (Answered: Jun 27, 2022 12:49:54 PM EDT)

Question 33

Sec. 3.10 of the ITB - At what frequency will the City be collecting and analyzing the material for disposal (street sweepings & cemetery soil)? (Submitted: Jun 27, 2022 12:47:51 PM EDT)

Answer

- We pull annually. (Answered: Jun 29, 2022 9:09:16 AM EDT)

Question 34

Sec. 3.10 of the ITB - Is the City using a NELAC certified laboratory for the TCLP testing? (Submitted: Jun 27, 2022 12:48:57 PM EDT)

Answer

- Yes (Answered: Jun 29, 2022 9:09:16 AM EDT)

Question 35

Sec. 3.10 of the ITB - What parameters is the City testing using the TCLP methods (assume it's the 8 RCRA metals, plus pH)? (Submitted: Jun 27, 2022 12:50:16 PM EDT)

Answer

- See Addendum 3 to show the regulatory TCLP analysis parameter list we use in addition to the other characteristics such as reactivity, flammability, toxicity, and corrosiveness. (Answered: Jun 29, 2022 9:17:51 AM EDT)