## DOCUMENT ROUTING FORM

NAME OF DOCUMENT: SOLID WASTE COLLECTION SERVICES AGREEMENT WITH REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/BIA ALL SERVICE REFUSE (ITB 364-11289) FOR \$23,521,209.60

Approved Comm. Mtg. on NOV 19, 2013
CAM \# 13-1449 ITEM: $\triangle$ PUR-11
Routing Origin: $\boxtimes$ CAO Also attached: $\boxtimes$ copy of CAR $\boxtimes$ copy of document


Capital Improvements defiled as having a life of at least 10 years and a cost of at least $\$ 50,000$ and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property"
Please Check the proper box: CIP FUNDED $\square$ YES NO include: land, real estate, realty, real.
2.) Approved as to Funds Available by


Amount Required by Contract/Agreement \$ $\qquad$ Funding Source Perdeteredctm
Cynthia A. Everett $\qquad$
4.) Approved as to content: Assistant City Manager: -
3.) Oil Attorney's Office approved as to form: 3 originals to City Mgr. By: Cynthia A. Everett
4.) Approved as to content: Assistant City Manager:

By: $\frac{\text { Stanley Hawthorne, Assistant City Manager }}{\text { 5.) City Manager: Please sign as indicated and forward } 3 \text { originals to }}$| 6.) Mayor: Please sign as indicated and forward 3 originals to Clerk. |
| :--- |
| 7.) To City Clerk for attestation and City seal. |
| INSTRUCTIONS TO CLERK'S OF |

8.) City Clerk retains one original document and forwards 2 original documents to:

## JANESTHEMPHILE, PROCUREMENT SERVICES <br> 

## Original Route form to Linda Blanco, CAO

FRANCHISE AGREEMENT BETWEEN

## CITY OF FORT LAUDERDALE, FLORIDA

AND<br>REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP D/B/A ALL SERVICE REFUSE<br>FOR<br>SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT, made this 19th day of November, 2013, by and between the City of Fort Lauderdale, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and Republic Services of Florida, Limited Partnership $\mathrm{d} / \mathrm{b} / \mathrm{a}$ All Service Refuse, hereinafter referred to as the "Provider";

NOW, THEREFORE, the City and the Provider, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

Section 1. The Provider is hereby granted a non-exclusive franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the City for the purpose of collecting, removing and disposing of Single-Family Residential Garbage Household Trash, Garden and Yard Trash solid waste materials within the City, subject to the terms, conditions, and expectations of this Agreement.

Section 2. For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Additional Waste shall refer to any construction and demolition debris, tropical storm or hurricane related debris, yard-waste, recyclable materials, any large household appliances (commonly referred to as "white goods") including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters and the like, or other items of bulky waste, but in each case excluding any Unacceptable Waste.

Agreement shall mean this agreement covering the performance of the work described herein, including the executed agreement, Payment and Performance Bond, and supplementary agreements which may be entered into, all of which documents are to be treated as one (1) instrument whether or not set forth at length herein.

CART shall mean a container of either 35 gallon, 65 gallon or 95 gallon capacity which shall be provided by the City and shall be of impervious material, provided with a tightfitting cover suitable to protect the contents from flies, insects, rats and other animals, fitted in such manner that it may be lifted by an mechanical means and which shall not
have any inside structures such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents.

City shall mean the City of Fort Lauderdale, a Florida municipal corporation, acting through the City Commission or City Manäger or City representative, as the case may be.

City Manager shall mean the City Manäger or employee(s) designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

Collectable shall mean any waste material not specified or specifically excluded herein.

Commercial Waste shall refer to waste, refuse, garbage, trash and rubbish generated with the City of Fort Lauderdale, excepting it therefrom Residential Waste as defined herein and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

Construction Trash shall mean any and all accumulation of wood, concrete, wallboard, roofing materials, wire, metal and other construction-related trash generated by contractors at construction or demolition sites that have City issued permits.

Contract Administrator shall mean an employee of the City, or other designated individual who will assume all duties and responsibilities and will have the rights and authorities assigned, in connection with completion of the work in accordance with this Agreement.

Curbside shall mean that area abutting the known edge of the road on improved lots.

Disposal Costs shall mean the "tipping fees" or landfill costs charged to the Provider by others for disposal of the garbage, trash and industrial wastes collected by the Provider.

Disposal Facility(ies) shall refer individually to Wheelabrator North Broward Inc., Wheelabbrator South Broward Inc. or Sun Recycling, LLC doing business as Sun-Bergeron Solid Waste Services JV or other faclity as designated by City.

Effective Date shall mean February 1, 2014.
Garbage shall mean any and all accumulations of household trash, animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of, meats, fish, fowl, fruit, vegetables, and any other matter, or any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive
gases or odors, or which, during and after decay may serve as breeding or feeding material for flies and/or to the germ-carrying insects, bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects.

Garden and Yard Trash shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

Hazardous Materials (HAZMAT) shall mean any solid, liquid, or gaseoús material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.5). Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. See definition of Hazardous Substance.

Hazardous Substance shall mean as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

Hazardous Waste shall mean those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

Household Trash shall mean any unused or abandoned tangible item such as furniture, discarded carpet, or other household items not having a useful purpose to the owner. For the purposes of this Agreement, the term "household trash" shall not include abandoned or junk automobiles and parts thereof, with the exception of tires; materials that accumulate as a result of building or building alterations such as brick, block, stone, sand, siding or roofing; or that trash generated as a result of clearing vacant lots. Residential debris will be acceptable.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building constriction or alteration (except residential do-it-yourself projects) and public-workstype construction projects whether performed by a governmental unit or by contract. The collection of industrial wastes is included under the terms and scope of this Agreement.

Parkway shall mean that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the term "parkway" includes the roadside of the ditch.

Payment and Performance Bond shall mean the form of security approved by the City and furnished by the Provider as required by this Agreement as a guarantee that the Provider will execute the work in accordance with the terms of the Agreement and will pay all lawful claims.

Project shall mean the entire work to be performed under the Agreement.
Provider shall mean Republic Services of Florida, Limited Partnership d/b/a All Service Refuse, the corporation that agrees to perform the work or service as set forth in the Agreement.

Refuse shall mean garbage, garden and yard trash and household trash, but does not include hazardous waste, industrial waste, special waste, or recyclable materials that are separated as required herein.

Residential Waste shall refer to waste, refuse, garbage, trash and rubbish generated within the City of Fort Lauderdale from residential property and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source-separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

Single-Family Residential Unit shall mean any structure, shelter ${ }_{i}$ trailer, or any part of a multifamily building with fewer than four (4) units used or constructed for use as a residence for one (1) family.

Small Commercial Unit shall mean any place of business, other than residential, utilizing refuse CARTS for curbside collection of solid waste and yard waste, as determined by the City.

Special Waste Any solid, liquid, semi-solid, gaseous material and associated containers generated as a direct or indirect result of an industrial process or from the removal of contaminants(s) from the air, water or land. Any solid waste from a nonresidential source that includes, but is not limited to any of the following: industrial process waste; pollution control waste; incinerator residues; sludges; contaminated soil,
residue, debris, and articles form the cleanup of a spill or release of materials listed in this section, regulated asbestos-containing material as defined in 40 CFR 61.141.

Surety shall mean the corporate body, which is bound with and for the Provider, and which engages to be responsible for his payment of all debts and obligations pertaining to and for his acceptable performance of the project.

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 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.

Yard Waste shall refer to any waste, substance, object or material deemed yard trash under Section 403.703 Florida Statutes, as amended, or applicable regulations promulgated thereunder, including vegetative matter resulting from landscaping maintenance excluding land clearing operations.

Section 3. It is the intent of this Agreement to provide for the total, non-exclusive collection by the Provider of all Single-Family Residential Unit Garbage, Household Trash, Garden and Yard Trash in the City and Small Commercial units with the exception of the exclusions specifically listed.

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:
(1) Invitation to Bid (ITB) No. 643-11289 including any and all addenda, prepared by the City of Fort Lauderdale ("Exhibit A").
(2) The Contractor's response to the ITB, dated 10/9/2013 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:
A. First; specific direction from the City Manager (or designee)
B. Second, this Agreement dated November 19, 2013, and any attachments.
C. Third, "Exhibit A"
D. Fourth, "Exhibit B"

Collection shall be by Provider supplying labor, materials and equipment in accordance with the following:
(A) The Provider shall collect Garbage and Household Trash from Single-Family Residential and Small Commercial Units not less than two (2) times per week.
(B) The Provider shall be required to pick up all Single-Family Residential Garbage and Household Trash generated by a Single-Family Residential Unit.
(C) The Provider shall be required to pick up all Garbage generated by a Small Commercial Unit. The Provider shall pick up all Garbage from City facilities listed in Exhibit "C."
(D) Collections shall be made from the curbside or adjacent service alley at the Single-Family Residential or Small Commercial Unit (rear yard or side yard pickup at residences of qualifying disabled individuals shall be provided by the Provider at no additional cost to the City). The City certifies this list annually and reserves the right to increase or decrease the number as may be required at no additional cost to the City.
(E) The Provider shall make collections with a minimum of noise and disturbance to the household. Garbage shall be handled carefully by the Provider and shall be thoroughly emptied and placed back in the location they were found, in an upright position to prevent them from rolling. CARTS shall not be placed in such a manner as to block driveways or roadways. Any Refuse spilled by the Provider shall be picked up immediately by the Provider's employees. In the event that the Provider does not collect Refuse in a sanitary manner, the City shall have the right to hire an independent contractor to collect any Refuse spilled by the collector and the cost shall be back-charged to the Provider (cost and overhead plus 10\%).
(F) The Provider shall not be obligated to collect Refuse which was generated off the premises or which results from a business/commercial activity not located on the premises.
(G) In the event that the Provider does not pick up Refuse from a Single-Family Residential or Small Commercial Unit in a timely manner, the City shall have the right to utilize City staff (cost and overhead plus 10\%) or hire an independent contractor to make the pickup and the cost shall be back-charged to the Provider. The City shall notify the Provider at least one (1) business day in advance of this need to hire an independent contractor unless deemed a public nuisance, hazard, or emergency by the City Manager or designee.
(H) The City shall have the right to divert waste streams to other processes or disposal facilities that the City feels are in the best interest of the City and that have an economic/environmental benefit to the City. The City reserves the right to direct the Provider to use specific disposal sites located within Broward County during the term of the Agreement without additional charge. In the event that the diversion of waste impacts the methods, means, efficiencies or costs of
collection, Provider shall have the right to request an appropriate modification of its rates.
(I) Exclusions: hazardous waste

The Provider may refuse to collect Refuse from a customer if the Provider believes that such Refuse contains hażardous materials, hazardous substances and/or unacceptable waste: Provider will notify City Customer Service Center and provide location and any relevant information.
(J) Parks, picnic areas, property owned, leased, rented, and controlled by the City. Provider agrees to supply all City facilities (see Appendix A) with both trash and recycling service, Trash service shall occur no less than twice weekly and recycling service no less than once weekly. The capacity of container and frequency of service may change throughout the term of this Agreement. Provider agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed.
(K) Education and Community Outreach. No more than six (6) times per year, Provider shall assist and/or support the City at local special events. Examples include but are not limited to: using collection vehicles to participate in special educational presentations, Earth Day, Green Your Routine and HOA functions and other environmental events, clean ups and other such activities.
In addition, Provider agrees to contribute $\$ 20,000$ annually in one lump sum payment to the City, no later than the anniversary date of the Agreement, to assist in the costs of providing literature related to solid waste and Yard Waste collection, promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers about the proper methods to be used for solid waste and Yard Waste collections and any other information which explains and supports the City's solid waste programs.
(L) Tires. Provider will collect up to two (2) passenger or light truck tires with or without rims per residence, per Garbage collection day, not to exceed four (4) passenger or light truck tires collected per year. These will be placed next to the Garbage CART by the resident for collection. Provider shall not commingle with compacted trash and accommodate disposal as required by disposal location. Provider is solely responsible for all disposal costs and any permitting as may be required. Provider is responsible for tracking and reporting to City of Fort Lauderdale monthly all tires collected under this Agreement.

## Section 4. Schedules and Routes.

(A) In general. The Provider shall notify the City of its routes and schedules. The City reserves the right to deny the Provider's vehicles access to certain streets, alleys, and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets or bridges. However, the Provider shall not interrupt the regular schedule and quality of service because of such street closures.
(B) All sanitation customers serviced by the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc., the Provider shall make every effort to service the customer and coordinate with City staff during these instances.
(C) Customers served under this Agreement shall be notified by the Provider of the schedules as established by the Provider. Any and all route and schedule changes shall be approved by the City Manager. Notices of changes in collection schedule shall be prominently provided to each affected customer by individually notifying same in writing at least seven (10) days prior to change in schedules or routes. City expressly reserves the right to approve or deny any requests for routing or scheduling changes.
(D) The City may modify pick-up days, no more frequently than annually, during the term of this Agreement.
(E) The Provider acknowledges and expressly accepts the fact that at times during the year the quantity of Refuse to be disposed of is materially increased by fluctuations in seasonal residents which may cause additional workload. Both parties expressly agree that the Provider must maintain the required collection schedules and routes even when there is any additional workload due to seasonal residents.
(F) Weather Events. In the event an excessive amount of debris or Refuse has accumulated by reason of any severe storm (such as a hurricane) or freeze, natural disaster, riot or other calamity (each a "Disaster Event"), the Provider shall collect such debris or Refuse. The City agrees that it shall pay the Provider for such additional service in an amount mutually agreed upon by the City and the Provider, provided the City has authorized such work in advance. Nothing in this Agreement shall exclude the City from using its own workforce and equipment, or other contractors, for removal of debris or Refuse after such Disaster Event.

The Provider shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a Disaster Event unless the City enters into a written agreement with Provider specifying the terms and compensation for such services.
a. In the event of a disaster, such as a hurricane, the Provider will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Administrator and Provider agree that service should be suspended due to unsafe conditions. The Provider will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, the Provider may be called upon to assist in debris clearing or other duties under "State of Emergency". No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.
b. Nothing in this Agreement shall exclude the City from using its own workforce and equipment, or other contractors, for removal of debris or Refuse after a disaster event.
(G) Hours and holidays. Except for unusual circumstances, and with the express permission of the City's representative, the Provider shall not begin collections prior to 7:00 a.m. or after 6:00 p.m. At all times collections shall be made with as little disturbance to residents as possible. All changes in schedules and routes must be approved by the City Manager in advance of such change taking place. Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, that route shall be skipped and there will be no make-up day. However, since the following scheduled service day will be heavy, the Provider is required to collect extra bags and boxes placed on or around the CART. In addition, for two weeks following Christmas Day, Provider agrees to collect Christmas trees placed to the curb for disposal.
(H) City not liable for delays. It is expressly agreed that in no event shall the City be liable or responsible to the Provider or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Provider, or from or on account of any delay from any cause over which the City has no control.
(I) Litter and dangerous animals. The Provider shall not be responsible for scattered Refuse unless the same has been caused by his acts or those of any of his employees; in which case, all such scattered Refuse shall be picked up immediately by the Provider. Employees of the Provider shall not be required to expose themselves to the danger of being bitten by vicious dogs or other dangerous animals in order to accomplish Refuse collection in any case where the owner of tenants have such animals at large. The Provider shall immediately notify the owner or occupant of such Single-Family Residential Unit, in writing, with a copy to the City Manager or designee, of such conditions and of the Provider's inability to make collection because of such condition.
(J) Report of service. From time to time, the City Manager may require reports from the provider; for example, weight of Refuse collected for a given period, etc. The Provider agrees to provide such information, when required in writing by the City Manager or designee relating to the Provider's operations in the City.

## Section 5. Provider's Relation to City.

(A) Provider as independent contractor. It is expressly agreed and understood that the Provider is in all respects, an independent contractor as to the work notwithstanding in certain respects the Provider is bound to follow the direction of the City Manager, and that the Provider is in no respect an agent, servant, or employee of the City. The Agreement specifies the work to be done by the Provider, but the method to be employed to accomplish this work shall be the responsibility of the Provider, unless otherwise provided in the Agreement.
(B) Subcontracting. The Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City Commission. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract, shall, under any circumstances, retieve the Provider of his liability and obligation under this Agreement, and despite any such subcontracting, the City shall deal through the Provider. Subcontractors will be dealt with as workmen and representatives of the Provider, and as such, will be subject to the same requirements as to character and competence as are other employees of the Provider.
(C) Supervision of Agreement Performance. The Provider's performance of this Agreement shall be supervised by the City Manager and Contract Administrator and the Provider shall be so notified in writing by the City Manager or Contract Administrator if, at any time during the life of the Agreement, performance satisfactory to the City Manager shall not have been made. The Provider upon notification by the City Manager or Contract Administrator shall increase the force, tools and equipment as needed to properly perform this Agreement. The failure of the City Manager or Contract

Administrator to give such notification shall not relieve the Provider of his obligation to perform the work at the time and in the manner specified by this Agreement.
(D) : City Manager of fort Lauderdale. To prevent misunderstanding and litigation, the City Manager or his designated representative, shall reasonably decide any and all questions which may arise concerning the quality and acceptability of the work and services performed; the sufficiency of performance, the interpretation of the provisions of this Agreement, and the acceptable fulfillment of the Agreement on the part of the Provider; the City Manager will reasonably determine whether or not the amount, quantity, character and quality of the work performed is reasonably satisfactory, and the City Manager shall arbitrate any disputes between the Provider and customer over service, price, the acceptability of waste and other matters that may arise. In the event of any dispute between the City and the Provider, the Provider shall not raise the defenses of unlawful delegation of a legislative duty.
(E) City Customer Service Center. The City of Fort Lauderdale operates a 24 -Hour Customer Service Center which fields service requests, facilitates issue resolution and offers information through inbound telephone calls; online requests and other methods, providing for a quality and timely response. The City Customer Service Center will act to document and disseminate as appropriate, any and all information communicated by the Provider under this Agreement, to customers, City staff and other appropriate parties.
(F) Inspection of work. The Provider shall furnish the City Manager or designee with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the Agreement. The Provider shall designate, in writing, the person to serve as agent and liaison between his organization and the City. The City Manager or designee may inspect the Provider's operations and equipment at any reasonable time, and the Provider shall admit the City Manager, members of the City Commission and other authorized representatives of the City to make such inspection at any reasonable time and place.
-(G) Disagreements It is recognized that disagreements may arise between the City and the Provider with regard to the collection of certain items due to interpretation of the specific language of the Agreement. In the event a disagreement arises and Refuse needs to be collected and disposed of, the City Manager or designee may notify the Provider of the location of Refuse which has not been collected due to disagreement between the City and the Provider; and it shall be the duty of the Provider to remove all such Refuse within three (3) days of notice. Should the Provider fail to remove the Refuse, the City will remove, or hire an independent contractor, to remove the Refuse and the cost (cost and overhead plus $10 \%$ ) shall be back-charged to the Provider.

## Section 6. No Estoppel.

The City of Fort Lauderdale shall not, nor shall any department or officer thereof be precluded or estopped by acceptance of the work; from asserting that the work and materials or any part thereof do not in fact conform to the specifications or were not furnished properly or the price charged for same was as required or permitted by this Agreement.

## Section 7. Quality of Work.

(A) Character of workers. The direction and supervision of Refuse collection and disposal and recycling operations shall be by competent, qualified and sober personnel, and the Provider shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workmen employed by the Provider shall be careful and competent. Any employee of the Provider who misconducts himself or is incompetent or negligent in the due and proper performance of this duty, or is disorderly, dishonest, drunk or grossly discourteous, shall be discharged or disciplined by the Provider. The City shall specify reasons for their request. The Provider shall see to it that his employees service the public in a courteous, helpful and impartial manner, and if requested, furnish the City with a current roster of employees every thirty (30) days. Provider's employee collecting Refuse will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to the property, including shrubs, flowers and other plants.
(B) Cooperation of Provider required. The Provider shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The Provider shall have at all times a competent representative available who will be authorized to receive orders and to act for the Provider.
(C) Route Supervisors. Provider shall assign a minimum of two (2) permanent fulltime route supervisors dedicated exclusively to the City of Fort Lauderdale. An alternate route supervisor should also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent route supervisor is absent. Provider shall schedule route supervisor's schedules Monday-Saturday to respond to collection related issues immediately via two-way communications from City Customer Service Center. Route Supervisor shall be equipped with a laptop computer to receive and respond to service requests from the City. Route supervisor shall be in company uniform and carry company identification credentials. Route supervisor shall
have a cellular telephone to immediately return phone calls directly to customers and the City. Provider shall provide the City with the route supervisor's cellular phone number so contact can be made directly when required. Route supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.
a. Route supervisor will be required to participate in asset protection by ensuring all CARTS are out of the street, lids closed and are properly being used by customers.
b. Route supervisor shall report lost or damaged CARTS to City Customer Service Center that are in need of repair or replacement and assist customers by distributing and explaining program information.
c. Route supervisor shall notify City in writing via email of any accidents involving the Provider's staff or vehicles, regardless of fault, while performing work under this contract and/or damage to public or private property within 24 hours of occurrence.
d. Route supervisor may be required to conduct route audits to verify number of CARTS per billing account to ensure proper service to prevent loss of CART inventory and City revenue.
e. Route supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff, City Customer Service Center and the general public.
f. Route supervisor will also be required to attend weekly sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service. May be required to attend public meetings, with City staff members, to explain or promote program services.
g. Route supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.
h. The route supervisor shall be responsible to ensure that all route collections have been completed and all customer complaints have been addressed each day. E-mail verification will be provided by each route supervisor to the City Customer Service Center once collections have been completed each day. Crews will return to an address on the scheduled route day when necessary to provide service for a customer.
i. Route supervisors may be required to perform other duties as requested.
(D) Handling complaints. The Provider shall perform a service of high quality and keep the number of legitimate complaints to a minimum.
a. Complaints received before 4:00 P.M. each day shall be serviced before 6:00 p.m. that day.
b. Complaints received after 4:00 P.M., shall be serviced before 12:00 noon the following calendar day.
c. With respect to customers serviced under this Agreement, the City's Public Works and Finance Customer Service Divisions will accept calls related to the services furnished by Provider and will work with Provider to establish a process for the transfer of calls for service and handling by Provider pursuant to this Section.

## Section 8. Storage and Garage Facilities.

It shall be the sole responsibility of the Provider to provide, at no cost to the City, essential facilities for storage and maintenance of equipment necessary to perform services required by this Agreement. In addition, the Provider will be responsible for providing adequate office space and telephone service, at no cost to the City.

## Section 9. Equipment.

(A) Type. The Provider shall use only vehicles with bodies which are watertight to a depth of not less than eighteen (18) inches, with solid sides to prevent discharge of accumulated water during load and transport operations, using pneumatic tires.
(B) Amount. The Provider shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.
(C) Condition. Equipment is to be maintained in a reasonable, safe, working condition and shall be equipped with US Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA Regulation Part 393) required safety equipment including an audible back-up alarm. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle or equipment found to be leaking, unsafe or not in proper working condition
(D) Vehicles. Vehicles used for collection services under this Agreement shall be compacting bodies unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected Garbage and Yard Waste are contained and cannot be scattered. Any material that is scattered by the Provider's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitch fork, shovel and broom for this purpose. Provider's vehicles may
not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.
(E) The Provider's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4 ") and color that they are readily visible.
(F) Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than $36^{\prime \prime}$ by $24^{\prime \prime}$ identifying the material being collected. The design will be approved by the City and the sign supplied by the Provider.
(G) No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.
(H)All collection vehicles must be equipped with GPS tracking devices monitoring at minimum location and speed of the collection vehicle at any time during the route day. Any spare vehicles used to support collections under this contract must also have a GPS tracking device. City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service related information as available.
(I) Within 24 months of the execution of this contract, Provider agrees to implement alternative fuel vehicles for service within the City. Type of vehicles and specifications are subject to approval of the City Manager.
(J) All Provider vehicles shall be well maintained and clean in appearance.

## Section 10. Rates and Billing.

The rates for Provider's services hereunder are as follows:
(A) Residential/Small Commercial Unit Garbage and Household Trash collection. Collection per residential unit collected single-family, duplex, and triplex, $\$ 7.07$ per month.
(B) Residential/Small Commercial Unit Garden and Yard Trash collection. Collection per residential unit collected single-family, duplex, and triplex, $\$ 3.81$ per month.

## Section 11. Rate Adjustments

(A) Prices for all services provided under this Agreement shall remain firm for the first five (5) year term (ending on or about February 1, 2019) of this contract.
(B) Unit adjustments for increases or decreases in the number of Residential Single-Family and/or Small Commercial Units, shall apply annually, each May, as reported by the City's Monthly Utility Collection Report.
(C) Prices for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be used in the latest percentage increase as per the All Urban Consumer Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index ( $\epsilon P 1-U$ ) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed two and one half percent (2.5\%).
(D) 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 Agreement extension.

## Section 12. Payments

(A) The Provider shall invoice the City no more often than once per month all charges due to Provider pursuant to this Agreement. Invoices shall be mailed to City Attention - Finance Director, 100 North Andrews Avenue, Fort Lauderdale, FL 33301.
(B) The City may, at the City's sole option, remit payment of invoices to the Provider through the City's P-Card program.
(C) Payment to the Provider shall be made in accordance with the Florida Prompt Payment Act, as amended.
(D) The Provider shall remit franchise fees to the City no later than the $20^{\text {th }}$ of the month following the calendar month in which services were provided. Any other funds due to City pursuant to this Agreement or the City Code shall be remitted no less than monthly. Remittance shall be mailed to City - Attention - Finance Director, 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

## Section 13. Bonds and Insurance.

(A) Bonds. The Provider shall furnish a Payment and Performance Bond meeting the approval of the City; each in the amount of Five Million Dollars ( $\$ 5,000,000.00$ ) as security for the faithful performance and payment of all the Provider's obligations under the Agreement. The Payment and Performance Bond shall remain in effect one (1) year after the date of termination of this Agreement, except as otherwise provided by law. The Payment and Performance Bond shall be furnished and provided by the surety and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (as amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements of the City and as set forth herein that apply to sureties. The Payment and Performance Bond
and other documents signed by an agent must be accompanied by a certified copy of the authority to act on behalf of the surety.

If the Surety on the Payment and Performance Bond furnished by the Provider is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of clauses (i) and (ii) of paragraph above, the Provide shall within five (5) days thereafter substitute another Payment and Performance Bond and surety, both of which shall be acceptable to the City.
(B) Liability Insurance. The Provider shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Provider's performance of the work and the Provider's other obligations under this Agreement, whether such performance is by the Provider, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- Claims under workers' or workmen compensation, disability benefits and other similar employee benefit acts;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the Provider's employee;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Provider's employee;
- Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Provider, or (ii) by any other person for any other reason;
- Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- Claims for damages because of bodily injúry or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- Claims for losses arising out of the indemnification and hold harmless clauses of the Agreement.

The insurance required by this paragraph shall include the specific coverage set forth herein and be written for not less than the limits of liability and coverage provided in Paragraph 13(D), or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded cannot be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the City. All such insurance shall remain in effect during the term of this Agreement. In addition, the Provider shall maintain such completed operations insurance for at least one (1) year after termination of this Agreement and furnish City with evidence of continuation of such insưrance at final payment and one (1) year thereafter.
(C) Contractual Liability Insurance. The comprehensive general liability insurance required by Paragraph 13(B) will include contractual liability insurance applicable to the Provider's obligations under Paragraph 13(D). All insurance required by this Section will name the City as additional insured. In addition, the Disposal Facilities must also be named as additional insured as required under the terms of the Interlocal Agreement between Broward County and the City of Fort Lauderdale.
(D) Minimum insurance coverage, with limits and provisions, are as follows:

- Commercial General Liability: The Provider shall carry, in its own name, a comprehensive liability policy for its operations, other than automobile, with limits of at least Two Million Dollars ( $\$ 2,000,000.00$ ). Said limits may be a combination of basic and excess liability insurance. The general liability policy must not exclude pollution coverage and provide a separate limit of at least Two Million Dollars ( $\$ 2,000,000.00$ ) or the Provider must carry a separate pollution liability policy with limits of at least One Million Dollars $(\$ 1,000,000.00)$.
- Automobile: The Provider shall provide minimum limits of liability of One Million Dollars ( $\$ 1,000,000.00$ ) each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles
- Umbrella/Excess Liability: The Provider shall provide umbrella/excess coverage with limits of no less than Two Million Dollars $\$ 2,000,000.00$ excess of Commercial General Liability, Automobile Liability and Employers' Liability.
- Workers' Compensation: The Provider shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. The policy must include Employers' Liability insurance with limits of no less than:

| Each Accident | $\$ 100,000.00$ |
| :--- | :--- |
| 0 Disease - Policy Limit | $\$ 500,00000$ |
| 0 Disease - Each Employee | $\$ 100,000.00$ |

The Provider shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.
(E) Other Insurance Provisions: The City is to be specifically included on all Certificates of Insurance (with exception to Workers Compensation) as additional insured. All certificates must be received prior to commencement of the work. In the event the insurance coverage expires prior to the completion of this Agreement, a
renewal certificate shall be issued thirty (30) days prior to the expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.
(F) Deductible Clause: The Provider shall declare all self-insured retention and deductible amounts.
(G) All insurance carriers shall be rated A- or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Provider to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy. The City reserves the right to accept or reject the insurance carrier.
(H) All Certificates of Insurance shall be approved by the City's Risk Manager prior to the commencement of any work.

## Section 14. Indemnification

(A) Disclaimer of Liability. The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Provider's fulfillment of this Agreement.
(B) Indemnification. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider agrees as follows:

The Provider shall, at its sole cost and expense to the extent of its negligence, omissions, misconduct, breach of contract or violation of applicable laws, indemnify and hold harmless the City, including but not limited to its officers, agents, contractors and subcontractors, representatives, employees, volunteers and elected and appointed officials, successors and assigns (hereinafter the "City") from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, experts, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement, by the Provider, at all trial and appellate levels. As limited above, indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) any negligence, recklessness or intentional, wrongful misconduct of the Provider, including but not limited to its agents, officers, servants, representatives and employees as well as its subcontractors and their agents, officers, servants representatives and employees (hereafter the Provider); (b) any and all bodily injury, sickness, disease or death caused by any negligent recklessness or intentional wrongful conduct on the part of the Provider's failure to act; (c) injury to or destruction of property, including any resulting loss of use; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Agreement; (e) the use of any improper materials; (f) faiture to
timely complete the work; (g) the violation of any federal, state, county or City laws; ordinances or regulations by Provider, its subcontractors, agents; servants, independent contractors or employees; (h) the breach or alleged breach by Provider of any term of the Agreement, including the breach or alleged breach of any guarantee. It is further understood that Provider's obligations to defend, hold harmless and indemnify shall not apply to the extent that the City is negligent, engages in willful misconduct, breaches this Agreement or violates applicable law.

Provider agrees to indemnify, defend, save and hold the City harmless from any type whatsoever, including but not limited to damages, liabilities, losses, claims, fines, costs, expenses and fees, and from any and all suits and causes of actions of every name, or description that may be brought against City; on account of any claims, fees; royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Provider shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and suit costs for trials and appeals.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Provider, all monies due to Provider, or that become due to Provider before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Provider shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Provider which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Provider. In the event the amount due Provider is less than the amount required to satisfy Provider's obligation under this, or any other article, paragraph or section of this Agreement, the Provider shall be liable for the deficiency due the City.

## Section 15. Environmental.

The Provider and all entities claiming by, through or under the Provider, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Provider's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances, resulting from the Provider's performance under this Agreement.

The Provider shall immediately deliver to the City Manager complete copies of all notices, demands, or other communications received by the Provider from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding, in any manner, alleged violations or
potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity resulting from the Provider's performance under this Agreement which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Provider hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless, the City, including but not limited to its respective employees, agents, offictals, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind, including, without limitation, attorneys' fees, expert fees and suit costs for trials and appeals directly or indirectly arising out of or attributable to, in whole or in part, the Provider's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance resulting from the Provider's performance under this Agreement or any of its employees, agents, invitees, contractors or subcontractors, or any other activity carried on or undertaken as a result of performance under this Agreement by or on behalf of the Provider in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, as a result of performance under this Agreement. This indemnity is intended to be operable under Florida law as well as under 42 U.S.C. 9607 ; as amended, and any successor law.

The scope of the Provider's indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the-United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended (ii) the clean-up costs, fines damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity. It is understood and agreed that the Provider shall have no obligation pursuant to this Section 15 for any obligations
relating to disposal of waste at any disposal facility to which Provider is directed by the City to dispose of the City's waste.

## Section 16. Termination and Suspension of Agreement.

(A) Suspension of Agreement. The City may, for cause, suspend the work or any portion of the work for a period of not more than ninety (90) days by notice in writing to the Provider which shall fix the date on which work shall be resumed; The Provider shall resume the work on the date fixed.
(B) Termination of Agreement. The City retains the right to terminate this Agreement if after fifteen (15) days written notice of a breach and the failure of Provider to cure any one or more of the following events:

- If the Provider commences a voluntary bankruptcy action or a bankruptcy petition is filed against the Provider under any chapter of any Bankruptcy Code, or if the Provider takes any equivalent or similar action by filing a petition under any federal or state law relating to the bankruptcy or insolvency.
- If the Provider makes a general assignment of its assets or receivable for the benefit of creditors.
- If a trustee, receiver, custodian or agent of the Provider is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Provider is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Provider's creditors.
- If the Provider persistently fails to perform the work in accordance with the Agreement, including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- If the Provider repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- If the Provider repeatedly disregards proper safety procedures.
- If the Provider disregards any local, state or federal laws or regulations.
- If the Provider otherwise violates any provisions of this Agreement.
(C) If the Provider commits a default due to its insolvency or bankruptcy, the following shall apply:
(1) Should this Agreement be entered into and fully executed by the parties, and funds have been released to the Provider by the Clity, and the Provider (Debtor) files for bankruptcy, the following shall occur:
(a) In the event the Provider files a voluntary petition under11 U.S.C. 301 or 302 , or an order for relief is entered under 11 U.S.C. 303, the Provider shall acknowledge the extent validity, and priority of the lien recorded in favor of the City. The Provider further agrees that in the event of this default, the Clty shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362 (d)(1) or (d)(2), and the Provider agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Provider acknowledges that such waiver is done knowingly and voluntarily.
(b) Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Provider in favor of the City.
(c) In the event the Provider files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Provider agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Provider shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Provider has less than five (5) years of payments remaining on the Note, the Provider agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be saltisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
(2) Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Provider, the following shall occur:

In the event the Provider files a voluntary petition pursuant to 11 U.S.C. 301 or 302 or an order for relief is entered under 11 U.S.C. 303, the Provider acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Provider acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Provider acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Provider agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7,11 , or 13 of Title 11 of the United States Code. The Provider further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).
(D) Should the Provider's services be terminated by the City, the termination shall not affect any rights of the City against the Provider then existing or which may thereafter accrue. Any retention or payment of moneys due the Provider by the City will not release the Provider from liability.
(E) The Provider has no right, authority or ability to terminate the work except for wrongful withholding of any payments due the Provider from the City.

## Section 17. Breach of Contract.

It shall be the duty of the City Manager and any officials of the City which he may designate, to observe closely the Refuse collection, disposal and recycling operations and if in the opinion of the City Manager, there has been a breach of this Contract, the City Manager shall so notify the Provider, in writing, specifying the manner in which there has been a breach. If within a period of fifteen (15) days the Provider has not eliminated, or taken reasonable steps to eliminate the conditions considered to be a breach of contract, the City Manager shall so notify the City Commission and a hearing shall be set for a date within ten (10) days of such notice. At that time, the City Commission shall hear the Provider and the City Representatives and shall make a reasonable determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, as hereinafter provided.

The Provider and the City recognize that it is of paramount importance that the Contract be performed and the individual customers receive service. If the Provider fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said Refuse collection work, or performs the work unsuitably, or discontinues the execution of the work or any portion thereof, or for any other cause
whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Provider becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City through the City Manager gives notice of much default, and the Provider of his surety faits to cure such default within fifteen (15) days after giving of such notice by the City, then the City may thereupon by action of the City Council declare the contract cancelled. Upon such declaration of cancellation, the City may, without cost to the City or compensation to the Provider, take over the work and take possession, without further notice to the Provider and without judicial proceedings, of any and all equipment of the Provider and operate the same in the performance of the work and services described in this contract for the unexpired term of the Agreement, or for a period of three (3) months, whichever is shorter, and the Provider agrees to surrender peacefully said equipment and to assist the City in taking such possession, or the City may enter into an agreement with others for the performance of the work and services herein contracted for. In the event the City elects to take over Provider's equipment the City shall reasonably maintain such equitipment and shall add Provider as an additional insured under its automobile and general liability policies. Such cancellation of the Agreement shall not relieve the Provider or the surety of liability for failure to faithfully perform this Agreement, and in case the expense incurred by the City in performing or causing to be performed, the work and services provided for in this Agreement, then the Provider (and the surety to the extent of its obligation) shall be liable to the City for said amount. Provider's surety or security will not be released until such time as the term of this Agreement would otherwise have expired.

## Section 18. Operation During Dispute.

In the event the City has not cancelled the Agreement in accordance with the terms provided above, and there remains a dispute between the Provider and the City, the Provider agrees to continue to operate and perform under the terms of this contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of the court.

## Section 19. Disposal Facility.

Refuse collected by the Provider shall be hauled to a Disposal Facility designated by the City. The City will assume all charges from the Disposal Facility for Garbage and Yard Waste collection, excluding tires.

The City reserves the right to direct the Contractor to use specific Disposal Facilities located within Broward County during the term of the Agreement without additional charge. The following Disposal Facilities been approved and are currently being used:

Garbage: all Garbage collected shall be dispösed of at Wheelabrator Waste-to-Energy facilities in Broward County, Florida. Hours of Operation are 6:00 A:M.
to 6:00 P.M. Monday through Friday; 6:00 A.M. to 4:00 P.M. Saturday excluding Sundays and Christmas Day.

North Plant: 2600 NW $48^{\text {th }}$ Street Pompano Beach, Florida 33073
South Plant: 4400 South State Road 7, Fort Lauderdale, Florida 33314
Yard Waste: all Yard Waste collected under this Agreement shall be delivered to Sun Bergeron. Hours of Operation are 6:00 A.M. to 6:00 P.M. Monday through Friday; 6:00 A.M. to 4:00 P.M. Saturday excluding Sundays and Christmas Day.

Sun Bergeron: 815 South Powerline Road, Deerfield Beach, Florida 33442

## Section 20. Unacceptable Waste

Should any Unacceptable Waste be delivered to a Disposal Facility, such Unacceptable Waste shall be removed, transported and disposed of by the Disposal Facility in accordance with applicable law governing such wastes, and the Disposal Facility shall clean up the disposal location to the extent required as a result of any such delivery of Unacceptable Waste. The costs of such removal, transport, disposal and clean-up shall be the sole responsibility of the Provider Should the City receive any charges from the Disposal Facility for costs related to Unacceptable Waste, these costs shall be deducted from the Provider's monthly payment.

## Section 21. Compliance with Laws and Regulations.

The Provider hereby agrees to abide with all applicable Federal, State, County and City laws and regulations including those falling under the National Pollutant Discharge Elimination System (NPDES). The Provider and his surety shall indemnify and save harmless the City, all of its officers, representatives, agents and employees against any claim or liability arising from, or based on violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employee or his subcontractor. This clause shall apply not only during the term of this Agreement, but also as to any claim, liability or damages which are based on the Provider's conduct during the terms of this Agreement and in the event the City if charged with the responsibility, jointly or severally, for the aforesaid conduct, as a successor to the Provider.

## Section 22. Liquidated Damages.

Should the Provider fail to perform in accordance with the provisions of this Agreement and/or refuses to pay liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this

Agreement, be entitled to claim against either the Provider or the Payment and Performance Bond of the Provider as provided in the following amounts not as a penalty, but as tiquidated damages for such breach of agreement:

1) Legitimate complaints (over forty (40) per calendar week), $\$ 10.00 /$ each complaint
2) Complaints from same customer (over three (3) per rolling 12-month calendar year), \$25.00/each complaint
3) Failure to clean up spillage from vehicles or after having emptied containers, whether on private or public streets, alleys, etc., $\$ 25.00$ /each case
4) Failure to clean vehicles or change containers, $\$ 25.00$ /each vehicle or container
5) Failure to keep vehicles closed or covered, $\$ 25.00 /$ each vehicle
6) Loaded vehicles left standing on the street unnecessarily, $\$ 25.00$ /each vehicle; or
7) Failure to maintain schedules established and given as a requirement of this contract, in writing, to the public and to the City, $\$ 250.00 /$ per violation of route schedule

Prior to claiming liquidated damages, the City shall notify Provider in writing as to the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than ten (10) days after the end of the month in which the complaint occurred. Provider may contest the imposition of liquidated damages by notifying the City of its intent to do so. The City Manager shall meet with Provider and reasonably resolve such protest based on available evidence.

## Section 23. City Ordinances.

Nothing contained in any ordinance of the City now in effect, or hereafter adopted, pertaining to the collection of Refuse and trash shall in any way be construed to affect; change or nullify or otherwise alter the duties, responsibilities and operation of the Provider in the performance of the terms of this Agreement. It is the intention hereof that the Provider be required to perform strictly the terms of this Agreement, regardless of the effect or interpretation of any municipal ordinances which in any way relate to Refuse.

## Section 24. Amendments; Review.

Amendments which are consistent with the purposes of this Agreement may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances. The provisions of this Agreement shall be reviewed annually to determine if any amendments or additions are necessary to carry out the intent of the City and the Provider. This provision shall not apply to rates.

## Section 25. Legal Fees.

In the event suit is filed in a court arising out of this Agreement, and the City is the prevailing party, the Provider agrees to pay a reasonable fee to the City's attorney, together with all costs incurred in connection with said case.

## Section 26. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider expresses its willingness to enter into this Agreement with the knowledge that the Provider's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $\$ 100.00$ less the amount of all funds actually paid by the City to the Provider pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the Provider agrees that the City shall not be liable to the Provider for damages in an amount in excess of $\$ 100.00$, which amount shall be reduced by the amount actually paid by the City to the Provider pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, as amended, or to extend the City's liability beyond the limits established in said Section 768.28, as amended; and no claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Section 25 do not apply to monies owed, if any, for services rendered to Provider by the City under the provisions of this Agreement.

## Section 27. Notice.

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

> To the City:

> City Manager

City of fort Lauderdăle
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

To the Provider:<br>Danielle Dinicola - Municipal Service Manager<br>751 NW 31 ${ }^{\text {st }}$ Ave.<br>Lauderhill, Fl 33311<br>Phone: (954) 327-9578<br>ddinicola@republicservices.com

## Section 28. Force Majeure

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no. longer period than the force majeure event.

The Provider further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The Provider shall use its reasonable efforts to minimize such delays. The Provider shall promptly provide an estimate as to the resumption of work.

## Section 29. Severability.

If any article or section of this Agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by
such tribunal pending a final determination as to its validity, the remainder of this Agreement and any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## Section 30. Change in Law.

The Provider may petition the City Commission for rate adjustments at on the basis of unusual and extraordinary changes in the Provider's cost of doing business due to revised laws, ordinances or regulations. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Provider's financial and operational records directly related to the Provider's request in order to verify the increase in costs and the reasons therefor. The City Commission may grant the request in whole or in part or may deny the request in its entirety. The City Commission may impose reasonable conditions on any relief granted. The City Commission's decision shall be final.

## Section 31. Term of Agreement.

The term of this Agreement shall be for a period commencing on February 1, 2014, and continuing through January 31 , 2019. This Agreement shall be renewed upon mutual agreement of the City Commission and the Provider for two (2) additional five (5) year terms.

## Section 32. Patent Fees and Royalties.

The Provider shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation into the work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

## Section 33. Permits.

The Provider shall obtain and pay for all permits and licenses. The Provider shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Provider to secure and pay for all necessary licenses and permits of a permanent or temporary nature necessary for the prosecution and completion of the work.

## Section 34. Taxes and Franchise Fees.

The Provider shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with all laws. Franchise fees apply to this Agreement as per City Code of Ordinances, Chapter 24; Section 24-69.

## Section 35. Governing Law; Venue; Waiver of Jury Trial

The rights of the Parties hereto shall be construed and subject to the jurisdiction in accordance with the laws of the State of Florida. The Parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any suit filed arising out of this Agreement shall be in Broward County, Florida.

## Section 36. Miscellaneous Provisions.

(A) The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Provider and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any manner as a limitation of any rights and remedies available to any or all of them that are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of this Agreement. The provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
(B) The Provider shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider which shall immediately cease and terminate.
(C) The Provider and its employees, agents, representatives, officers, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any manner be construed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
(D) The City reserves the right to audit the records of the Provider relating in any way to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Provider agrees to submit to an audit by an independent certified public accountant selected by the City. The Provider shall allow the City to inspect, examine and review the records of the Provider at any and all times during normal business hours during the term of this Agreement.
(E) The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:


By
(SEAL)

## ATTEST



Approved as to form:
 CYNTHIA A. EVERETT
City Attorney

## WITNESSES



## PROVIDER:

Republic Services of Florida, Limited Partnership d/b/a All Service Refuse

By: Republic Services of Florida GP, Inc., General Partner

By


Andrew King, Vice President

## STATE OF FLORIDA:

 COUNTY OF DUVAL:The foregoing instrument was acknowledged before me this Gt day of lovehobor, 2013 by Andrew King as Vice Preside ut , of Republic Services of Florida GP, Inc., a Delaware corporation authorized to do business in the state of Florida, on behalf of the corporation. $\boxtimes$ They are personally known to me or $\square$ have produced
$\qquad$ as identification and $\square$ did $\boxtimes$ did not take an oath.
(SEAL)


My Commission Expires:
Commission Number $\qquad$

## CITY OF FORT LAUDERDALE SPECIFICATIONS PACKAGE

643-11289

## Solid Waste Collection Services



Rick Andrews

954-828-4357


# Bid 643-11289 Solid Waste Collection Services 

$\left.\left.\begin{array}{ll}\begin{array}{ll}\text { Bid Number } \\ \text { Bid Title }\end{array} & \begin{array}{l}\text { 643-11289 } \\ \text { Solid Waste Collection Services }\end{array} \\ \text { Bid Start Date } & \begin{array}{l}\text { Sep 14, 2013 9:39:27 AM EDT } \\ \text { Bid End Date } \\ \text { Question \& Answer } \\ \text { End Date }\end{array} \\ \text { Oct 9, 2013 2:00:00 PM EDT }\end{array}\right\} \begin{array}{ll}\text { Oct 3, 2013 10:00:00 AM EDT }\end{array}\right\}$

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the contractor or bidder, to provide solid waste mobile cart collection services and yard waste cart collection services for 37,088 residential and commercial cart units for the Public Works Department, Office of Sustainability, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

The initial contract term shall commence upon date of award by the City or February 1,2014 whichever is later, and shall expire five (5) years from that date. The City reserves the right to extend the contract for two (2), additional five (5) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety ( 90 ) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

Added on Sep 25, 2013:

1. Add Addendum Number 1 dated September 25, 2013
2. Add attendance sheet from pre-bid meeting

Added on Sep 26, 2013:
Add August Garbage and Yard Waste Disposal Tickets
Added on Oct 1, 2013:

1. Added Choice July and August Invoices

Added on Oct 3, 2013:
Add Addendum Numnber 2 dated October 3, 2013

Changes made on Sep 25, 2013 3:33:17 PM EDT


Changes made on Sep 26, 2013 11:18:57 AM EDT
New Docinents, 11289 August Garbage Disposal Tickets,pdf

Changes made on Oct 1, 2013 2:56:53 PM EDT
New Documents

Changes made on Oct 3, 2013 9:33:32 AM EDT
Rrevious Q \& A End Date Oct 2, $20135: 00: 00$ PM EDT. New Q \& A End Date Oct 3, 2013 10:00:00 AM EDT

Changes made on Oct 3, 2013 4:14:47 PM EDT


## Item Response Form

Item 643-11289-01-01 - Twice Weekly 35, 65, or 95 Gallon Cart Garbage Collection
Quantity
Unit Price
Delivery Location

12 month
$\square$
City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

## Description

Enter a monthly price for twice weekly 35,65 or 95 gallon cart garbage collection for 37,088 units.

| Item | 643-11289-01-02-Once Weekly 35, 65, or 95 Gallon Cart Yard Waste Collection |
| :---: | :---: |
| Quantity | 12 month |
| Unit Price |  |
| Delivery Location | City of rort lauderdale |
|  | See ITB Specifications |
|  | See ITB Specifications |
|  | Fort Lauderdale FL 33301 |
|  | Qty 12 |

## Description

Enter a monthly price for once weekly 35,65 or 95 gallon cart yard waste collection for 37,088 units.

## INVITATION TO BID (ITB) 643-11289 <br> SOLID WASTE COLLECTION SERVICES

## PART I - INFORMATION SPECIAL CONDITIONS

1. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the contractor or bidder, to provide solid waste mobile cart collection services and yard waste cart collection services for 37,088 residential and commercial cart units for the Public Works Department, Office of Sustainability, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

## 02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rick Andrews at (954) 828-4357 or email at randrews@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

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

## 03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.
04. PRE-BID CONFERENCE

There will be a non-mandatory pre-bid conference scheduled for Thursday, September 19, 2013 at 10:30 a.m. EDT at City Hall, 100 N. Andrews Avenue, $4^{\text {th }}$ Floor Conference Room, Fort Lauderdale, FL 33301.

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-bid meeting and/or site visit.

INVITATION TO BID (ITB) 643-11289

## SOLID WASTE COLLECTION SERVICES

5. ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they have the experience, equipment and financial strength to satisfactorily perform under this contract.

- Bidder must demonstrate that the bidding entity has an experienced senior management team. Bidder must demonstrate that each member of the senior management team has at minimum five (5) years of experience in the solid waste collection business.
- Bidder shall provide to the satisfaction of the City an acceptable business operating plan detailing equipment, staffing and resources to satisfactorily perform under this contract.
- Bidder must demonstrate the ability to successfully collect garbage and yard waste in areas with similar climates and route conditions to South Florida.
- Bidder must demonstrate access to pertinent equipment and vehicles, support garage and related maintenance/repair service and a work location suitable to conduct business with the resources necessary to complete daily routes as scheduled. The City may conduct a site visit prior to award.
- Bidder shall provide to the satisfaction of the City a plan to receive telephone calls from City staff, a computer tracking system for service requests, provide a minimum of two (2) full-time Route Supervisors with laptop computers/tablets and cellular telephones that are dedicated solely to the City of Fort Lauderdale to respond to service-related issues, and possess a communication system to conduct dispatching services.
- Bidder must demonstrate sufficient financial resources to successfully perform under this contract. Bidder agrees to supply the City with financial records (Balance Sheet and Profit Statement) for the last three (3) years to review to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term duration.
- Bidder must demonstrate sufficient and satisfactory references to support information provided. References will be verified and evaluated based on the number and size of existing or previous contracts, number of years in the business, proposed staffing and the quality of work currently being performed.
- Bidder shall provide a statement that it has not been suspended or debarred from doing work in a State of Florida municipality in the last ten (10) years.
- Bidder shall disclose any claims settled or pending between it and a State of Florida municipality in the last five (5) years.

6. BID DOCUMENTS

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

Award will be made to the responsive and responsible bidder, quoting the lowest total price. The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation. Bidder must bid on all items. Partial bids will not be considered.
08. PRICE VALIDITY

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

INVITATION TO BID (ITB) 643-11289
SOLID WASTE COLLECTION SERVICES
09. GENERAL CONDITIONS

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

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

## 12. 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.
13. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or February 1, 2014 whichever is later, and shall expire five (5) years from that date. The City reserves the right to extend the contract for two (2), additional five (5) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

## 14. PRICE ADJUSTMENT

Prices quoted shall be firm for the initial five (5) year contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal. Thereafter, any extensions which may be approved by the City shall be subject to the following: Prices for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed two and one half percent (2.5\%).

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

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

## INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES

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.
15. SERVICE TEST PERIOD

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

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).
16. 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.

## 17. 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. <br> Good |
| :--- | :--- |
| Exceeds requirements <br> Fair | Just meets requirements. <br> Does not meet all requirements and <br> contractor is subject to penalty provisions <br> Poor |
| under the contact. |  |

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

INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES
18. 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 by City P-Card or by City check, at the City's option, 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 Contractor shall remit franchise fees to the City no later than the $20^{\text {th }}$ of the month following the calendar month in which services were provided. Refer to PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, paragraph 2.02.
19. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.
20. SUBSTITUTION OF PERSONNEL

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

## 21. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

## INVITATION TO BID (ITB) 643-11289

## SOLID WASTE COLLECTION SERVICES

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

## Workers' Compensation and Employers' Liability Insurance

## Limits: Workers' Compensation - Per Florida Statute 440 Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

## Commercial General Liability Insurance

Covering premises-operations, products-completed operations,• independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $\$ 2,000,000$.
This coverage must include, but not limited to:
a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

## Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.
Limits: Bodily injury $\$ 250,000$ each person $\$ 500,000$ each occurrence
Property damage $\quad \$ 100,000$ each occurrence
Combined single limit $\quad \$ 1,000,000$ (bodily injury and property damage combined) each occurrence

## Pollution Liability Insurance

Limits: $\quad \$ 1,000,000$ per occurrence
A copy of ANY current Certificate of Insurance should be included with your proposal.
In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

# INVITATION TO BID (ITB) 643-11289 <br> SOLID WASTE COLLECTION SERVICES 

Certificate holder should be addressed as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

## 22. SUB-CONTRACTORS

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

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

## 23. INSURANCE - SUB-CONTRACTORS

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

## 24. BID SURETY

A bid security payable to the City of Fort Lauderdale shall be submitted with the bid response in the amount of five percent $5 \%$ of the total annual bid amount. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful contractor as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Contractors that are submitting their bids electronically through BidSync must submit a scanned copy of their bid bond form with their bid submittal and must submit their original bid bond form within five (5) calendar days from the bid end date for this ITB to the City of Fort Lauderdale City Hall, Procurement Services Division, $6^{\text {th }}$ floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 or they will be determined as non-responsive. A bid security in the form of a cashiers check must be an original document and must be submitted at time of the bid due date.

Failure of the successful bidder to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and

## INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES

the forfeiture of the bid security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

## 25. PAYMENT AND PERFORMANCE BOND

The Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of five million dollars ( $\$ 5,000,000$ ) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

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

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

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
27. 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.
28. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") 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.

## INVITATION TO BID (ITB) 643-11289 <br> SOLID WASTE COLLECTION SERVICES

29. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.
30. 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. Copies of Ordinance No. C-11-42 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/clerk.htm
31. BID TABULATIONSINTENT TO AWARD

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

Any subsequent contract will be subject to the Franchise Agreement included as an attachment and made a part of this Invitation to Bid.

## INVITATION TO BID (ITB) 643-11289

SOLID WASTE COLLECTION SERVICES

## PART II- TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 2.01 General Information/Intent

The City is seeking one Contractor to perform solid waste and yard waste collection services as contained herein:

Residential Solid Waste units: $\quad 36,099$
Commercial Solid Waste units: 989
Residential Yard Waste units: $\quad 36,099$
NOTE: A nominal number of commercial accounts may use yard waste carts.

### 2.02 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 interlocal agreements that would apply to this contract.

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

The City's Franchise Fee applies to this contract and is currently established as $23 \%$ of gross receipts as established by resolution (refer to Chapter 24, Section 24-69 Fort Lauderdale Code of Ordinances). The Contractor shall remit franchise fees to the City no later than the $20^{\text {th }}$ of the month following the calendar month in which services were provided.

Licensing of private collectors is required in Chapter 24, Article III of the Code of Ordinances for the City of Fort Lauderdale. The Contractor shall be responsible for the collection and disposal of solid waste in accordance with this license to perform such services for the City.

A City Business Tax Receipt is required if place of business or office is located within the City's corporate limits.

### 2.03 Service Areas

The City currently provides garbage cart collection two (2) times per week and yard waste cart collection one (1) time per week as per the Solid Waste Collection Maps. Larger map copies can be obtained by calling the Service Counter at 954-828-5051.

### 2.04 Carts

The City has issued each customer a black 65 -gallon (semi-automated) wheeled cart for garbage and a green 95 -gallon (semi-automated) wheeled cart for yard waste. A limited number of customers may have more than one yard waste cart. Small commercial accounts are issued gray 95 -gallon (semi-automated) wheeled carts for garbage. Yard waste carts are considered optional for customer use, however are strongly encouraged for recycling purposes.

## INVITATION TO BID (ITB) 643-11289

## SOLID WASTE COLLECTION SERVICES

The City or its designee will repair and replace carts under normal wear and tear. However, the Contractor shall be responsible for the replacement or repair costs for loss or damage of any approved container, lower restraining bar, lids or broken wheels caused by the negligence of his agents or employees or faulty collection equipment.

Unserviceable or missing containers must be reported in writing by the Contractor prior to the following collection day. The Contractor should inspect all containers and any necessary repairs or replacements reported to the City prior to the start of this contract. Current value of a 65gallon cart is $\$ 43.75$, a 95 -gallon cart is $\$ 53.00$ and a gray 95 -gallon commercial cart is $\$ 53.00$. This pricing is subject to change based on market conditions.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking the driveway. Carts shall remain upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. City-owned carts shall be handled with due care at all times.

| Commercial Cart Count: | 1,429 |
| :--- | ---: |
| Single Family Unit Trash Cart Count: | 33,531 |
| Duplex Cart Count: | 2,981 |
| Triplex Cart Count: | 1,042 |

The City currently does not track the number of yard waste carts by location.
The City reserves the right to utilize other size carts including 35-gallon carts.

### 2.05 Pick-Up Locations

Solid waste collection service is provided to residential customers of single family and multifamily living units under 4 units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must demonstrate the ability to properly quantify all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck in order to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the City.

The Contractor shall provide Service for the Disabled as described in paragraph 2.07 herein.
It will be the sole responsibility of the bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to understand the requirement and equipment necessary to provide garbage and yard waste cart collection to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

## INVITATION TO BID (ITB) 643-11289

SOLID WASTE COLLECTION SERVICES

All sanitation customers serviced by the Contractor within the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety, incident, etc., the Contractor shall make every effort to service the customer and coordinate with City staff during these instances.

### 2.06 Pick-Up Policy

- Garbage and yard waste shall not be collected in the same vehicle unless authorized by the City.
- Garbage cart collection shall be twice a week on specific days for each neighborhood as determined by the City.
- Contractor shall collect all extra garbage bags placed on top of the cart.
- Following the Christmas holiday, Contractor shall pick all extra bags on top of and on the side of the cart to assist the customer with any extra disposal needs. This service shall also be provided if the collection route is only partially completed or skipped entirely due to an unusual event, such as a hurricane.
- Route Supervisor shall report to Customer Service via e-mail any location that continuously places trash bags out for collection or continuously has an overflowing cart. A City inspector will check the address for adequate service.
- Yard waste cart collection shall be one time per week on specific days for each neighborhood as determined by the City.
- Clean Yard Waste: All yard waste must be "clean" (Free of other waste) and placed inside the cart. Tree trimmings, hedge and yard cuttings, leaves, cut up palm fronds and wood products without nails is accepted. Driver shall inspect the container for contamination before dumping. If the customer has moderately commingled mixed debris (on top) and vegetative waste, the Contractor shall separate the mixed debris from the vegetative waste and collect the yard waste material. Cart shall also be tagged informing the customer of the problem. If the customer has a considerable amount of mixed debris commingled (throughout the cart) with yard waste or if the customer is using the yard waste cart for garbage, the cart will not be emptied. Route Supervisor shall ensure that the cart is tagged advising why the cart was not serviced, contact the customer and immediately report the address the Customer Service via e-mail.
- Carts shall be placed at the curb or swale by 7:00 am on day of pick-up, but no earlier than the night before a scheduled pick-up day.
- Missed \& Late Set Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.
- The Route Supervisor shall be responsible to ensure that all route collections have been completed and all customer complaints have been addressed each day. E-mail verification will be provided by each Route Supervisor to the City's Customer Service Center once collections have been completed each day. Crews will return to an address on the scheduled route day when necessary to provide service for a customer.
- Contractor will collect up to two (2) passenger or light truck tires with or without rims per residence, per garbage collection day, not to exceed four (4) passenger or light truck tires collected per year. These will be placed next to the garbage cart by the resident for collection. Contractor shall not commingle with compacted trash and accommodate disposal separately and at the cost and discretion of the Contractor.
- Service for the Disabled: The City has customers that are unable to place their CART curbside. The Contractor will be responsible for bringing the CART(S) to the curb for service

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SOLID WASTE COLLECTION SERVICES
and then returning the $\operatorname{CART}(\mathrm{S})$ to its original location. There will be no additional charge for these residents.

### 2.07 Service for the Disabled

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

### 2.08 Special Pick-Up/Community Service

At the City's request, the Contractor shall provide special pick-ups during a non-scheduled route day. From time to time, a customer may request additional service. The City may request extra service for a special event or for code compliance purposes. The Contractor agrees to provide this service and shall be compensated at a rate of $\$ 25$ per cart serviced. Contractor shall list special pick-up addresses on the monthly invoice for payment.

### 2.09 City Facility Trash and Recycling Services

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

### 2.10 Education and Community Outreach

From time to time, but no more than six (6) times per year, Contractor shall assist and/or support the City at local special events. Examples include but are not limited to: using collection vehicles to participate in special educational presentations, Earth Day, Green Your Routine and HOA functions and other environmental events, clean ups and other such activities.
In addition, Contractor agrees to contribute $\$ 20,000$ annually in one lump sum payment to the City, no later than the anniversary date of the contract, to assist in the costs of providing literature related to solid waste and yard waste collection, promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers about the proper methods to be used for solid waste and yard waste collections and any other information which explains and supports the City's solid waste programs.

### 2.11 Disaster Services

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Administrator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in

## INVITATION TO BID (ITB) 643-11289 <br> SOLID WASTE COLLECTION SERVICES

debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.

### 2.12 Disposal

The City shall pay for all disposal costs for garbage and yard waste collections, excluding tires. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges. Weight tickets are required for the City to pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The Contractor shall pay $50 \%$ of the total disposal cost charged to the City for contaminated yard waste loads that are not accepted by the disposal facility at the lowest possible disposal rate for clean yard waste. Intent is to provide Contractor incentive to participate and ensure a successful yard waste recycling program, achieving the lowest possible disposal rate and to perform in the City's best interest.

Weight tickets are required for the City to pay disposal fees. Contractor shall provide all disposal tickets each week. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicating scale house weight tickets. After notifying the Contractor to replace missing tickets within five (5) days, the City may request duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous or repetitive.

The City currently participates in an Inter-local Agreement requiring that all processable waste be disposed at one of two Wheelabrator Waste-to-Energy Plants located in Broward County, Florida. All yard waste shall be taken to Sun Bergeron's facility in Deerfield Beach or other designated location as directed by the City.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge. The following disposal sites have been approved and are currently being used:

Garbage: all garbage collected shall be disposed of at Wheelabrator Waste-toEnergy facilities in Broward County, Florida.

$$
\begin{array}{ll}
\text { North Plant: } & 2600 \text { NW } 48^{\text {th }} \text { Street Pompano Beach, Florida } 33073 \\
\text { South Plant: } & 4400 \text { South State Road } 7 \text { Fort Lauderdale, Florida } 33314
\end{array}
$$

Yard Waste: all yard waste collected under this contract shall be delivered to:

INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES

Sun Bergeron:815 South Powerline Road Deerfield Beach, Florida 33442

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.

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).

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, (I) 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.

Total residential cart tons for FY 2011/12 were 42,174.
Total yard waste cart tons for FY 2011/12 were 16,190.

### 2.13 Tare Weights

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

### 2.14 Management

The City's Sanitation Division takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer our customers a high level of quality service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operation of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect solid waste, including active

## INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES

participation to promote a successful yard waste separation program, and ensure a high level of customer satisfaction.

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

Customer Service: Contractor shall maintain a customer service center to receive telephone calls from the City Customer Service Center to effectively handle service related issues. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request.

Route Supervisor: Contractor shall assign a minimum of two (2) permanent full-time Route Supervisors dedicated exclusively to the City of Fort Lauderdale. An Alternate Route Supervisor should also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. Contractor shall schedule Route Supervisor's schedules Monday-Saturday to respond to collection related issues immediately via two-way communications from Customer Service. Route Supervisor shall be equipped with a laptop computer to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are properly being used by customers.

Route Supervisor shall report lost or damaged carts to Customer Service that are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor shall notify City in writing via email of any accidents involving the Contractor's staff or vehicles, regardless of fault, while performing work under this contract and/or damage to public or private property within 24 hours of occurrence.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City Sanitation staff, Customer Service and the general public.

Route Supervisor will also be required to attend weekly Sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.

## INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES

Route Supervisor may be required to attend public meetings, with City Staff members, to explain or promote program services.

Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.
Route Supervisors may be required to perform other duties as requested.

### 2.15 Employees

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

### 2.16 Equipment

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

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

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

All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle found to be leaking, unsafe or not in proper working condition.

Vehicles used for collection services under this contract shall be compacting bodies unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be

## INVITATION TO BID (ITB) 643-11289 SOLID WASTE COLLECTION SERVICES

picked up immediately. Each vehicle shall be equipped with a pitch fork, shovel and broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

All collection vehicles must be equipped with GPS tracking devices monitoring at minimum location and speed of the collection vehicle at any time during the route day. Any spare vehicles used to support collections under this contract must also have a GPS tracking device. City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service related information as available.

Within 24 months of the execution of this contract, Contractor agrees to implement alternative fuel vehicles for service within the City. Type of vehicles and specifications should be provided as part of this ITB response or within 10 days of City request. Failure to submit within 10 days of City request may deem the Bidder non-responsive.

All Contractor vehicles shall be well maintained and clean in appearance.

### 2.17 Days and Hours of Service

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 6:00 P.M.

### 2.18 Holidays

Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, that route shall be skipped and there will be no makeup day. However, since the following scheduled service day will be heavy, the contractor is required to collect extra bags and boxes placed on or around the cart. In addition, for two weeks following Christmas Day, Contractor agrees to collect Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments and other decorations.

### 2.19 Public Information

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

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

| MAIN POLICE STATION | 1300 W BROWARD BOULEVARD | 8 | T | 7 | 1 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| POLICE DEPARTMENT | 1300 W BROWARD BOULEVARD | 6 YD | Y | 1 | 2 |
| POLICE DEPARTMENT | 1350 W BROWARD BOULEVARD | 96 G | Y | 2 | 4 |
| AIRPORT | 5555 NW 1 5TH AVENUE | 8 | T | 2 | 1 |
| PARKING GARAGE | 300 SE 1ST AVENUE | 3 | T | 2 | 1 |
| POINCIANA PARK PRINT SHOP | 401 SE 21ST STREET | 2 | T | 1 | 1 |
| PARKING ADMINISTRATION | 290 NE 3RD AVENUE | 4 | T | 1 | 1 |
| PARKING ADMINISTRATION BUILDING | 290 NE 3RD AVENUE | 96 G | Y | 1 | 2 |
| PARKING ADMINISTRATION BUILDING | 290 NE 3RD AVENUE | 6 YD | $Y$ | 1 | 1 |
| SPECIAL INVESTIGATIONS | 101 N ANDREWS AVENUE | 4 | T | 1 | 1 |
| KENNELS | 6201 HAWKINS ROAD | 4 | T | 1 | 1 |
| COMMUNITY POLICE | 533 NE 13TH STREET | 2 | T | 1 | 1 |
| PERFORMING ARTS CENTER | 101 SW 5TH AVENUE | 2 | T | 1 | 1 |
| CMS | 4250 NW 10TH AVENUE | 4 | T | 2 | 1 |
| CMS | 4250 NW 10TH AVENUE | 4 YD | Y | 1 | 1 |
| PEALE DIXIE WATER PLANT | 1500 S STATE ROAD 7 | 4 | T | 2 | 1 |
| PUBLIC WORKS/UTITLIES-PEELE DIXIE | 1500 S STATE ROAD 7 | 96 G | Y | 1 | 1 |
| FUEL DEPOT | 949 NW 38TH STREET | 8 | T | 3 | 1 |
| PUBLIC WORKS/UTILITIES ADMIN | 949 NW 38TH STREET | 4 YD | $Y$ | 1 | 1 |
| PUBLIC WORKS/UTILITIES ADMIN | 949 NW 38TH STREET | 96 G | Y | 1 | 4 |
| ADMIN/FIVEASH | 949 NW 38TH STREET | 8 | T | 3 | 1 |
| PUBLIC WORKS/UTLITIES/FIVEASH | 4321 NW 9TH AVENUE | 96 G | Y | 2 | 2 |
| COMPOST METER SHOP | 4030 S STATE ROAD 7 | 6 | T | 1 | 2 |
| METER SHOP | 4030 S STATE RD 7 | 4 YD | Y | 1 | 1 |
| HALL OF FAME POOL | 501 SEABREEZE BOULEVARD | 8 | T | 5 | 1 |
| INT SWINNING HALL OF FAME | 501 SOUTHBREEZE BLV | 96 G | Y | 1 | 4 |
| BUILDING SERVICES CENTER | 700 NW 19TH AVENUE | 6 | T | 2 | 1 |



## Questionnaire

Please print or type:

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


Company Name:
Address:
Contact Name:
Telephone: $\square$

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

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

4. List appropriate licenses as issued by Broward County.

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

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial
assets to access funds for construction of multiple projects during the same time period.


The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

## NON-COLLUSION STATEMENT:

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

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

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

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME

$\square$

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.

## CITY OF FORT LAUDERDALE GENERAL CONDITIONS

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

## PARTI BIDDER PROPOSAL PAGE(S) CONDITIONS:

2 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 obfigation 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.

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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.

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.

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.

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,

NO BJDS: 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.
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 (ITBS) 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.

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.

INORITY 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/NBE participation can be formalized and included in the subsequent contract.

### 1.11 SCRUTINIZED COMPANIES

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

## 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 DEFINITIONSIORDER OF PRECEDENCE:

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

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 II BIDDING AND AWARD PROCEDURES:

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
3.12

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.

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.
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12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other
available governmental contracts, if such action is in its best interest.
3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.
3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City,
3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: •The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

## PARTIV BONDS AND INSURANCE

PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the Citys Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the Citys 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:

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

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.
5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substifutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
5.04 ASBESTOS STATEMENT: All material supplied must be $100 \%$ asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is $100 \%$ asbestos free.

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.

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.

INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
5.12 RECORDSIAUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach
Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

# FRANCHISE AGREEMENT BETWEEN CITY OF FORT LAUDERDALE, FLORIDA AND 

## SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT, made this $\qquad$ day of $\qquad$ 2013, by and between the City of Fort Lauderdale, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and, $\qquad$ , hereinafter referred to as the "Provider";

WHEREAS; and
WHEREAS; and

## WHEREAS,.

NOW, THEREFORE, the City and the Provider, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

Section 1. The Provider is hereby granted a non-exclusive franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the City for the purpose of collecting, removing and disposing of Single-Family Residential Garbage Household Trash, Garden and Yard Trash solid waste materials within the City, subject to the terms, conditions, and expectations of this Agreement.

Section 2. For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Additional Waste shall refer to any construction and demolition debris, tropical storm or hurricane related debris, yard-waste, recyclable materials, any large household appliances (commonly referred to as "white goods") including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters and the like, or other items of bulky waste, but in each case excluding any Unacceptable Waste.

Agreement shall mean this agreement covering the performance of the work described herein, including the executed agreement, Payment and Performance Bond, and supplementary agreements which may be entered into, all of which documents are to be treated as one (1) instrument whether or not set forth at length herein.

CART shall mean a container of either 35 gallon, 65 gallon or 95 gallon capacity which shall be provided by the City and shall be of impervious material, provided with a tight-fitting cover suitable to protect the contents from flies, insects, rats and other animals, fitted in such manner that it may be lifted by an mechanical means and which shall not have any inside structures such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents.

City shall mean the City of Fort Lauderdale, a Florida municipal corporation, acting through the City Commission or City Manager or City representative, as the case may be.

City Manager shall mean the City Manager or employee(s) designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

Collectable shall mean any waste material not specified or specifically excluded herein.

Commercial Waste shall refer to waste, refuse, garbage, trash and rubbish generated with the City of Fort Lauderdale, excepting it therefrom Residential Waste as defined herein and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

Construction Trash shall mean any and all accumulation of wood, concrete, wallboard, roofing materials, wire, metal and other construction-related trash generated by contractors at construction or demolition sites that have City issued permits.

Contract Administrator shall mean an employee of the City, or other designated individual who will assume all duties and responsibilities and will have the rights and authorities assigned, in connection with completion of the work in accordance with this Agreement.

Curbside shall mean that area abutting the known edge of the road on improved lots.

Disposal Costs shall mean the "tipping fees" or landfill costs charged to the Provider by others for disposal of the garbage, trash and industrial wastes collected by the Provider.

Disposal Facility(ies) shall refer individually to Wheelabrator North Broward Inc., Wheelabrator South Broward Inc. or Sun Recycling, LLC doing business as Sun-Bergeron Solid Waste Services JV or other facility as designated by City.

Effective Date shall mean February 1, 2014.

Garbage shall mean any and all accumulations of household trash, animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of, meats, fish, fowl, fruit, vegetables, and any other matter, or any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which, during and after decay may serve as breeding or feeding material for flies and/or to the germ-carrying insects, bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects.

Garden and Yard Trash shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

Hazardous Materials (HAZMAT) shall mean any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.5). Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. See definition of Hazardous Substance.

Hazardous Substance shall mean as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (but not including any waste listed under Section 307[a] of the Clean Water Act); any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

Hazardous Waste shall mean those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.

Household Trash shall mean any unused or abandoned tangible item such as furniture, discarded carpet, or other household items not having a useful purpose to the owner. For the purposes of this Agreement, the term "household trash" shall not include abandoned or junk automobiles and parts thereof, with the exception of tires; materials
that accumulate as a result of building or building alterations such as brick, block, stone, sand, siding or roofing; or that trash generated as a result of clearing vacant lots. Residential debris will be acceptable.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing (except restaurants), land clearing, building construction or alteration (except residential do-it-yourself projects) and public-workstype construction projects whether performed by a governmental unit or by contract. The collection of industrial wastes is included under the terms and scope of this Agreement.

Parkway shall mean that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the term "parkway" includes the roadside of the ditch.

Payment and Performance Bond shall mean the form of security approved by the City and furnished by the Provider as required by this Agreement as a guarantee that the Provider will execute the work in accordance with the terms of the Agreement and will pay all lawful claims.

Project shall mean the entire work to be performed under the Agreement.
Provider shall mean $\qquad$ the corporation that agrees to perform the work or service as set forth in the Agreement.

Refuse shall mean garbage, garden and yard trash and household trash, but does not include hazardous waste, industrial waste, special waste, or recyclable materials that are separated as required herein.

Residential Waste shall refer to waste, refuse, garbage, trash and rubbish generated within the City of Fort Lauderdale from residential property and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source-separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

Single-Family Residential Unit shall mean any structure, shelter, trailer, or any part of a multifamily building with fewer than four (4) units used or constructed for use as a residence for one (1) family.

Small Commercial Unit shall mean any place of business, other than residential, utilizing refuse CARTS for curbside collection of solid waste and yard waste, as determined by the City.

Special Waste Any solid, liquid, semi-solid, gaseous material and associated containers generated as a direct or indirect result of an industrial process or from the
removal of contaminants(s) from the air, water or land. Any solid waste from a nonresidential source that includes, but is not limited to any of the following: industrial process waste; pollution control waste; incinerator residues; sludges; contaminated soil, residue, debris, and articles form the cleanup of a spill or release of materials listed in this section, regulated asbestos-containing material as defined in 40 CFR 61.141.

Surety shall mean the corporate body, which is bound with and for the Provider, and which engages to be responsible for his payment of all debts and obligations pertaining to and for his acceptable performance of the project.

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 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.

Yard Waste shall refer to any waste, substance, object or material deemed yard trash under Section 403.703 Florida Statutes, as amended, or applicable regulations promulgated thereunder, including vegetative matter resulting from landscaping maintenance excluding land clearing operations.

Section 3. It is the intent of this Agreement to provide for the total, non-exclusive collection by the Provider of all Single-Family Residential Unit Garbage, Household Trash, Garden and Yard Trash in the City and Small Commercial units with the exception of the exclusions specifically listed.

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:
(1) Invitation to Bid (ITB) No. 643-11289 including any and all addenda, prepared by the City of Fort Lauderdale ("Exhibit A").
(2) The Contractor's response to the ITB, dated $\qquad$ ("Exhibit B").
All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:
A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement dated __ 20__ and any attachments.
C. Third, "Exhibit A"
D. Fourth, "Exhibit B"

Collection shall be by Provider supplying labor, materials and equipment in accordance with the following:
(A) The Provider shall collect Garbage and Household Trash from Single-Family Residential and Small Commercial Units not less than two (2) times per week.
(B) The Provider shall be required to pick up all Single-Family Residential Garbage and Household Trash generated by a Single-Family Residential Unit.
(C) The Provider shall be required to pick up all Garbage generated by a Small Commercial Unit.
(D) Collections shall be made from the curbside or adjacent service alley at the Single-Family Residential or Small Commercial Unit (rear yard or side yard pickup at residences of qualifying disabled individuals shall be provided by the Provider at no additional cost to the City). The City certifies this list annually and reserves the right to increase or decrease the number as may be required at no additional cost to the City.
(E) The Provider shall make collections with a minimum of noise and disturbance to the household. Garbage shall be handled carefully by the Provider and shall be thoroughly emptied and placed back in the location they were found, in an upright position to prevent them from rolling. CARTS shall not be placed in such a manner as to block driveways or roadways. Any Refuse spilled by the Provider shall be picked up immediately by the Provider's employees. In the event that the Provider does not collect Refuse in a sanitary manner, the City shall have the right to hire an independent contractor to collect any Refuse spilled by the collector and the cost shall be back-charged to the Provider (cost and overhead plus 10\%).
(F) The Provider shall not be obligated to collect Refuse which was generated off the premises or which results from a business/commercial activity not located on the premises.
(G) In the event that the Provider does not pick up Refuse from a Single-Family Residential or Small Commercial Unit in a timely manner, the City shall have the right to utilize City staff (cost and overhead plus $10 \%$ ) or hire an independent contractor to make the pickup and the cost shall be back-charged to the Provider. The City shall notify the Provider at least one (1) business day in advance of this need to hire an independent contractor unless deemed a public nuisance, hazard, or emergency by the City Manager or designee.
$(H)$ The City shall have the right to divert waste streams to other processes or disposal facilities that the City feels are in the best interest of the City and that
have an economic/environmental benefit to the City. The City reserves the right to direct the Provider to use specific disposal sites located within Broward County during the term of the Agreement without additional charge. In the event that the diversion of waste impacts the methods, means, efficiencies or costs of collection, Provider shall have the right to request an appropriate modification of its rates.

## (I) Exclusions: hazardous waste

The Provider may refuse to collect Refuse from a customer if the Provider believes that such Refuse contains hazardous materials, hazardous substances and/or unacceptable waste. Provider will notify City Customer Service Center and provide location and any relevant information.
(J) Parks, picnic areas, property owned, leased, rented, and controlled by the City. Provider agrees to supply all City facilities (see Appendix A) with both trash and recycling service. Trash service shall occur no less than twice weekly and recycling service no less than once weekly. The capacity of container and frequency of service may change throughout the term of this Agreement. Provider agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed.
(K) Education and Community Outreach. No more than six (6) times per year, Provider shall assist and/or support the City at local special events. Examples include but are not limited to: using collection vehicles to participate in special educational presentations, Earth Day, Green Your Routine and HOA functions and other environmental events, clean ups and other such activities.
In addition, Provider agrees to contribute $\$ 20,000$ annually in one lump sum payment to the City, no later than the anniversary date of the Agreement, to assist in the costs of providing literature related to solid waste and Yard Waste collection, promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers about the proper methods to be used for solid waste and Yard Waste collections and any other information which explains and supports the City's solid waste programs.
(L) Tires. Provider will collect up to two (2) passenger or light truck tires with or without rims per residence, per Garbage collection day, not to exceed four (4) passenger or light truck tires collected per year. These will be placed next to the Garbage CART by the resident for collection. Provider shall not commingle with compacted trash and accommodate disposal as required by disposal location.

Provider is solely responsible for all disposal costs and any permitting as may be required. Provider is responsible for tracking and reporting to City of Fort Lauderdale monthly all tires collected under this Agreement.

## Section 4. Schedules and Routes.

(A) In general. The Provider shall notify the City of its routes and schedules. The City reserves the right to deny the Provider's vehicles access to certain streets, alleys, and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets or bridges. However, the Provider shall not interrupt the regular schedule and quality of service because of such street closures.
(B) All sanitation customers serviced by the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc., the Provider shall make every effort to service the customer and coordinate with City staff during these instances.
(C) Customers served under this Agreement shall be notified by the Provider of the schedules as established by the Provider. Any and all route and schedule changes shall be approved by the City Manager. Notices of changes in collection schedule shall be prominently provided to each affected customer by individually notifying same in writing at least seven (10) days prior to change in schedules or routes. City expressly reserves the right to approve or deny any requests for routing or scheduling changes.
(D)The City may modify pick-up days, no more frequently than annually, during the term of this Agreement.
(E) The Provider acknowledges and expressly accepts the fact that at times during the year the quantity of Refuse to be disposed of is materially increased by fluctuations in seasonal residents which may cause additional workload. Both parties expressly agree that the Provider must maintain the required collection schedules and routes even when there is any additional workload due to seasonal residents.
(F) Weather Events. In the event an excessive amount of debris or Refuse has accumulated by reason of any severe storm (such as a hurricane) or freeze, natural disaster, riot or other calamity (each a "Disaster Event"), the Provider shall collect such debris or Refuse. The City agrees that it shall pay the Provider for
such additional service in an amount mutually agreed upon by the City and the Provider, provided the City has authorized such work in advance. Nothing in this Agreement shall exclude the City from using its own workforce and equipment, or other contractors, for removal of debris or Refuse after such Disaster Event. The Provider shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a Disaster Event unless the City enters into a written agreement with Provider specifying the terms and compensation for such services.
a. In the event of a disaster, such as a hurricane, the Provider will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Administrator and Provider agree that service should be suspended due to unsafe conditions. The Provider will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, the Provider may be called upon to assist in debris clearing or other duties under "State of Emergency". No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.
b. Nothing in this Agreement shall exclude the City from using its own workforce and equipment, or other contractors, for removal of debris or Refuse after a disaster event.
(G) Hours and holidays. Except for unusual circumstances, and with the express permission of the City's representative, the Provider shall not begin collections prior to 7:00 a.m. or after 6:00 p.m. At all times collections shall be made with as little disturbance to residents as possible. All changes in schedules and routes must be approved by the City Manager in advance of such change taking place. Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, that route shall be skipped and there will be no make-up day. However, since the following scheduled service day will be heavy, the Provider is required to collect extra bags and boxes placed on or around the CART. In addition, for two weeks following Christmas Day, Provider agrees to collect Christmas trees placed to the curb for disposal.
(H) City not liable for delays. It is expressly agreed that in no event shall the City be liable or responsible to the Provider or to any other person on account of any
stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Provider, or from or on account of any delay from any cause over which the City has no control.
(I) Litter and dangerous animals. The Provider shall not be responsible for scattered Refuse unless the same has been caused by his acts or those of any of his employees, in which case, all such scattered Refuse shall be picked up immediately by the Provider. Employees of the Provider shall not be required to expose themselves to the danger of being bitten by vicious dogs or other dangerous animals in order to accomplish Refuse collection in any case where the owner of tenants have such animals at large. The Provider shall immediately notify the owner or occupant of such Single-Family Residential Unit, in writing, with a copy to the City Manager or designee, of such conditions and of the Provider's inability to make collection because of such condition.
(J) Report of service. From time to time, the City Manager may require reports from the provider; for example, weight of Refuse collected for a given period, etc. The Provider agrees to provide such information, when required in writing by the City Manager or designee relating to the Provider's operations in the City.

## Section 5. Provider's Relation to City.

(A) Provider as independent contractor. It is expressly agreed and understood that the Provider is in all respects, an independent contractor as to the work notwithstanding in certain respects the Provider is bound to follow the direction of the City Manager, and that the Provider is in no respect an agent, servant, or employee of the City. The Agreement specifies the work to be done by the Provider, but the method to be employed to accomplish this work shall be the responsibility of the Provider, unless otherwise provided in the Agreement.
(B) Subcontracting. The Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City Commission. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract, shall, under any circumstances, relieve the Provider of his liability and obligation under this Agreement, and despite any such subcontracting, the City shall deal through the Provider. Subcontractors will be dealt with as workmen and representatives of the Provider, and as such, will be subject to the same requirements as to character and competence as are other employees of the Provider.
(C) Supervision of Agreement Performance. The Provider's performance of this Agreement shall be supervised by the City Manager and Contract Administrator and the

Provider shall be so notified in writing by the City Manager or Contract Administrator if, at any time during the life of the Agreement, performance satisfactory to the City Manager shall not have been made. The Provider upon notification by the City Manager or Contract Administrator shall increase the force, tools and equipment as needed to properly perform this Agreement. The failure of the City Manager or Contract Administrator to give such notification shall not relieve the Provider of his obligation to perform the work at the time and in the manner specified by this Agreement.
(D) City Manager of Fort Lauderdale. To prevent misunderstanding and litigation, the City Manager or his designated representative, shall reasonably decide any and all questions which may arise concerning the quality and acceptability of the work and services performed; the sufficiency of performance, the interpretation of the provisions of this Agreement, and the acceptable fulfillment of the Agreement on the part of the Provider; the City Manager will reasonably determine whether or not the amount, quantity, character and quality of the work performed is reasonably satisfactory, and the City Manager shall arbitrate any disputes between the Provider and customer over service, price, the acceptability of waste and other matters that may arise. In the event of any dispute between the City and the Provider, the Provider shall not raise the defenses of unlawful delegation of a legislative duty.
(E) City Customer Service Center. The City of Fort Lauderdale operates a 24 -Hour Customer Service Center which fields service requests, facilitates issue resolution and offers information through inbound telephone calls, online requests and other methods, providing for a quality and timely response. The City Customer Service Center will act to document and disseminate as appropriate, any and all information communicated by the Provider under this Agreement, to customers, City staff and other appropriate parties.
(F) Inspection of work. The Provider shall furnish the City Manager or designee with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the Agreement. The Provider shall designate, in writing, the person to serve as agent and liaison between his organization and the City. The City Manager or designee may inspect the Provider's operations and equipment at any reasonable time, and the Provider shall admit the City Manager, members of the City Commission and other authorized representatives of the City to make such inspection at any reasonable time and place.
(G) Disagreements. It is recognized that disagreements may arise between the City and the Provider with regard to the collection of certain items due to interpretation of the specific language of the Agreement. In the event a disagreement arises and Refuse needs to be collected and disposed of, the City Manager or designee may notify the Provider of the location of Refuse which has not been collected due to disagreement between the City and the Provider; and it shall be the duty of the Provider to remove all such Refuse within three (3) days of notice. Should the Provider fail to remove the

Refuse, the City will remove, or hire an independent contractor, to remove the Refuse and the cost (cost and overhead plus 10\%) shall be back-charged to the Provider.

## Section 6. No Estoppel.

The City of Fort Lauderdale shall not, nor shall any department or officer thereof be precluded or estopped by acceptance of the work, from asserting that the work and materials or any part thereof do not in fact conform to the specifications or were not furnished properly or the price charged for same was as required or permitted by this Agreement.

## Section 7. Quality of Work.

(A) Character of workers. The direction and supervision of Refuse collection and disposal and recycling operations shall be by competent, qualified and sober personnel, and the Provider shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workmen employed by the Provider shall be careful and competent. Any employee of the Provider who misconducts himself or is incompetent or negligent in the due and proper performance of this duty, or is disorderly, dishonest, drunk or grossly discourteous, shall be discharged or disciplined by the Provider. The City shall specify reasons for their request. The Provider shall see to it that his employees service the public in a courteous, helpful and impartial manner, and if requested, furnish the City with a current roster of employees every thirty (30) days. Provider's employee collecting Refuse will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to the property, including shrubs, flowers and other plants.
(B) Cooperation of Provider required. The Provider shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The Provider shall have at all times a competent representative available who will be authorized to receive orders and to act for the Provider.
(C) Route Supervisors. Provider shall assign a minimum of two (2) permanent fulltime route supervisors dedicated exclusively to the City of Fort Lauderdale. An alternate route supervisor should also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent route supervisor is absent. Provider shall schedule route supervisor's schedules Monday-Saturday to respond to collection related issues immediately via two-way communications from City Customer Service Center. Route Supervisor shall be equipped with a laptop computer to receive and respond to service requests from the City. Route supervisor shall be in
company uniform and carry company identification credentials. Route supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Provider shall provide the City with the route supervisor's cellular phone number so contact can be made directly when required. Route supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.
a. Route supervisor will be required to participate in asset protection by ensuring all CARTS are out of the street, lids closed and are properly being used by customers.
b. Route supervisor shall report lost or damaged CARTS to City Customer Service Center that are in need of repair or replacement and assist customers by distributing and explaining program information.
c. Route supervisor shall notify City in writing via email of any accidents involving the Provider's staff or vehicles, regardless of fault, while performing work under this contract and/or damage to public or private property within 24 hours of occurrence.
d. Route supervisor may be required to conduct route audits to verify number of CARTS per billing account to ensure proper service to prevent loss of CART inventory and City revenue.
e. Route supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff, City Customer Service Center and the general public.
f. Route supervisor will also be required to attend weekly sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service. May be required to attend public meetings, with City staff members, to explain or promote program services.
g. Route supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.
$h$. The route supervisor shall be responsible to ensure that all route collections have been completed and all customer complaints have been addressed each day. E-mail verification will be provided by each route supervisor to the City Customer Service Center once collections have been completed each day. Crews will return to an address on the scheduled route day when necessary to provide service for a customer.
i. Route supervisors may be required to perform other duties as requested.
(D) Handling complaints. The Provider shall perform a service of high quality and keep the number of legitimate complaints to a minimum.
a. Complaints received before 4:00 P.M. each day shall be serviced before 6:00 p.m. that day.
b. Complaints received after 4:00 P.M., shall be serviced before $12: 00$ noon the following calendar day.
c. With respect to customers serviced under this Agreement, the City's Public Works and Finance Customer Service Divisions will accept calls related to the services furnished by Provider and will work with Provider to establish a process for the transfer of calls for service and handling by Provider pursuant to this Section.

## Section 8. Storage and Garage Facilities.

It shall be the sole responsibility of the Provider to provide, at no cost to the City, essential facilities for storage and maintenance of equipment necessary to perform services required by this Agreement. In addition, the Provider will be responsible for providing adequate office space and telephone service, at no cost to the City.

## Section 9. Equipment.

(A) Type. The Provider shall use only vehicles with bodies which are watertight to a depth of not less than eighteen (18) inches, with solid sides to prevent discharge of accumulated water during load and transport operations, using pneumatic tires.
(B) Amount. The Provider shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.
(C) Condition. Equipment is to be maintained in a reasonable, safe, working condition and shall be equipped with US Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA Regulation Part 393) required safety equipment including an audible back-up alarm. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle or equipment found to be leaking, unsafe or not in proper working condition
(D) Vehicles. Vehicles used for collection services under this Agreement shall be compacting bodies unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected Garbage and Yard Waste are contained and cannot be scattered. Any material that is scattered by the Provider's vehicle for any reason shall be picked up immediately. Each vehicle shall be
equipped with a pitch fork, shovel and broom for this purpose. Provider's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.
(E) The Provider's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of $4^{\prime \prime}$ ) and color that they are readily visible.
(F) Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than $36^{\prime \prime}$ by $24^{\prime \prime}$ identifying the material being collected. The design will be approved by the City and the sign supplied by the Provider.
(G) No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.
(H)All collection vehicles must be equipped with GPS tracking devices monitoring at minimum location and speed of the collection vehicle at any time during the route day. Any spare vehicles used to support collections under this contract must also have a GPS tracking device. City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service related information as available.
(I) Within 24 months of the execution of this contract, Provider agrees to implement alternative fuel vehicles for service within the City. Type of vehicles and specifications are subject to approval of the City Manager.
(J) All Provider vehicles shall be well maintained and clean in appearance.

## Section 10. Rates and Billing.

The rates for Provider's services hereunder are as follows:
(A) Residential/Small Commercial Unit Garbage and Household Trash collection. Collection per residential unit collected single-family, duplex, and triplex, \$ $\qquad$ per month.
(B) Residential/Small Commercial Unit Garden and Yard Trash collection. Collection per residential unit collected single-family, duplex, and triplex, \$ $\qquad$ per month.

## Section 11. Rate Adjustments

(A) Prices for all services provided under this Agreement shall remain firm for the first five (5) year term (ending on or about February 1, 2019) of this contract.
(B) Unit adjustments for increases or decreases in the number of Residential Single-Family and/or Small Commercial Units, shall apply annually, each May, as reported by the City's Monthly Utility Collection Report.
(C) Prices for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be used in the latest percentage increase as per the All Urban Consumer Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed two and one half percent ( $2.5 \%$ ).
(D) 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 Agreement extension.

## Section 12. Payments

(A) The Provider shall invoice the City no more often than once per month all charges due to Provider pursuant to this Agreement. Invoices shall be mailed to City Attention - Finance Director, 100 North Andrews Avenue, Fort Lauderdale, FL 33301.
(B) The City may, at the City's sole option, remit payment of invoices to the Provider through the City's P-Card program.
(C) Payment to the Provider shall be made in accordance with the Florida Prompt Payment Act, as amended.
(D) The Provider shall remit franchise fees to the City no later than the $20^{\text {th }}$ of the month following the calendar month in which services were provided. Any other funds due to City pursuant to this Agreement or the City Code shall be remitted no less than monthly. Remittance shall be mailed to City - Attention - Finance Director, 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

## Section 13. Bonds and Insurance.

(A) Bonds. The Provider shall furnish a Payment and Performance Bond meeting the approval of the City, each in the amount of five million dollars ( $\$ 5,000,000.00$ ) as security for the faithful performance and payment of all the Provider's obligations under the Agreement. The Payment and Performance Bond shall remain in effect one (1) year after the date of termination of this Agreement, except as otherwise provided by law. The Payment and Performance Bond shall be furnished and provided by the surety and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring

Companies as published in Circular 570 (as amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements of the City and as set forth herein that apply to sureties. The Payment and Performance Bond and other documents signed by an agent must be accompanied by a certified copy of the authority to act on behalf of the surety.

If the Surety on the Payment and Performance Bond furnished by the Provider is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of clauses (i) and (ii) of paragraph above, the Provide shall within five (5) days thereafter substitute another Payment and Performance Bond and surety, both of which shall be acceptable to the City.
(B) Liability Insurance. The Provider shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Provider's performance of the work and the Provider's other obligations under this Agreement, whether such performance is by the Provider, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- Claims under workers' or workmen compensation, disability benefits and other similar employee benefit acts;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of the Provider's employee;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Provider's employee;
- Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Provider, or (ii) by any other person for any other reason;
- Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- Claims for losses arising out of the indemnification and hold harmless clauses of the Agreement.

The insurance required by this paragraph shall include the specific coverage set forth herein and be written for not less than the limits of liability and coverage provided in Paragraph 13(D), or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded cannot be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the City. All such insurance shall remain in effect during the term of this Agreement. In
addition, the Provider shall maintain such completed operations insurance for at least one (1) year after termination of this Agreement and furnish City with evidence of continuation of such insurance at final payment and one (1) year thereafter.
(C) Contractual Liability Insurance. The comprehensive general liability insurance required by Paragraph 13(B) will include contractual liability insurance applicable to the Provider's obligations under Paragraph 13(D). All insurance required by this Section will name the City as additional insured. In addition, the Disposal Facilities must also be named as additional insured as required under the terms of the Interlocal Agreement between Broward County and the City of Fort Lauderdale.
(D) Minimum insurance coverage, with limits and provisions, are as follows:

- Commercial General Liability: The Provider shall carry, in its own name, a comprehensive liability policy for its operations, other than automobile, with limits of at least two million dollars ( $\$ 2,000,000.00$ ). Said limits may be a combination of basic and excess liability insurance. The general liability policy must not exclude pollution coverage and provide a separate limit of at least two million dollars ( $\$ 2,000,000.00$ ) or the Provider must carry a separate pollution liability policy with limits of at least one million dollars (\$1,000,000.00).
- Automobile: The Provider shall provide minimum limits of liability of $\$ 1,000,000.00$ each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles
- Umbrella/Excess Liability: The Provider shall provide umbrella/excess coverage with limits of no less than $\$ 2,000,000.00$ excess of Commercial General Liability, Automobile Liability and Employers' Liability.
- Workers' Compensation: The Provider shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. The policy must include Employers' Liability insurance with limits of no less than:

| $\circ$ | Each Accident |
| :--- | :--- |$\$ \$ 100,000.00$

The Provider shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.
(E) Other Insurance Provisions: The City is to be specifically included on all Certificates of Insurance (with exception to Workers Compensation) as additional insured. All certificates must be received prior to commencement of the work. In the event the insurance coverage expires prior to the completion of this Agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.
(F) Deductible Clause: The Provider shall declare all self-insured retention and deductible amounts.
(G) All insurance carriers shall be rated A- or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Provider to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy. The City reserves the right to accept or reject the insurance carrier.
(H) All Certificates of Insurance shall be approved by the City's Risk Manager prior to the commencement of any work.

## Section 14. Indemnification

(A) Disclaimer of Liability. The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Provider's fulfillment of this Agreement.
(B) Indemnification. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider agrees as follows:

The Provider shall, at its sole cost and expense to the extent of its negligence, omissions, misconduct, breach of contract or violation of applicable laws, indemnify and hold harmless the City, including but not limited to its officers, agents, contractors and subcontractors, representatives, employees, volunteers and elected and appointed officials, successors and assigns (hereinafter the "City") from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, experts, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement, by the Provider, at all trial and appellate levels. As limited above, indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) any negligence, recklessness or intentional, wrongful misconduct of the Provider, including but not limited to its agents, officers, servants, representatives and employees as well as its subcontractors and their agents, officers, servants representatives and employees (hereafter the Provider); (b) any and all bodily injury, sickness, disease or death caused
by any negligent recklessness or intentional wrongful conduct on the part of the Provider's failure to act; (c) injury to or destruction of property, including any resulting loss of use; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Agreement; (e) the use of any improper materials; ( $f$ ) failure to timely complete the work ; (g) the violation of any federal, state, county or City laws, ordinances or regulations by Provider, its subcontractors, agents, servants, independent contractors or employees; (h) the breach or alleged breach by Provider of any term of the Agreement, including the breach or alleged breach of any guarantee. It is further understood that Provider's obligations to defend, hold harmless and indemnify shall not apply to the extent that the City is negligent, engages in willful misconduct, breaches this Agreement or violates applicable law.

Provider agrees to indemnify, defend, save and hold the City harmless from any type whatsoever, including but not limited to damages, liabilities, losses, claims, fines, costs, expenses and fees, and from any and all suits and causes of actions of every name, or description that may be brought against City, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Provider shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and suit costs for trials and appeals.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Provider, all monies due to Provider, or that become due to Provider before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Provider shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Provider which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Provider. In the event the amount due Provider is less than the amount required to satisfy Provider's obligation under this, or any other article, paragraph or section of this Agreement, the Provider shall be liable for the deficiency due the City.

## Section 15. Environmental.

The Provider and all entities claiming by, through or under the Provider, releases and discharges the City from any claim, demand, or cause of action arising out of relating to the Provider's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances, resulting from the Provider's performance under this Agreement.

The Provider shall immediately deliver to the City Manager complete copies of all notices, demands, or other communications received by the Provider from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding, in any manner, alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity resulting from the Provider's performance under this Agreement which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Provider hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless, the City, including but not limited to its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "City") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind, including, without limitation, attorneys' fees, expert fees and suit costs for trials and appeals directly or indirectly arising out of or attributable to, in whole or in part, the Provider's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance resulting from the Provider's performance under this Agreement or any of its employees, agents, invitees, contractors or subcontractors, or any other activity carried on or undertaken as a result of performance under this Agreement by or on behalf of the Provider in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, as a result of performance under this Agreement. This indemnity is intended to be operable under Florida law as well as under 42 U.S.C. 9607, as amended, and any successor law.

The scope of the Provider's indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code,
ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity. It is understood and agreed that the Provider shall have no obligation pursuant to this Section 15 for any obligations relating to disposal of waste at any disposal facility to which Provider is directed by the City to dispose of the City's waste

## Section 16. Termination and Suspension of Agreement.

(A) Suspension of Agreement. The City may, for cause, suspend the work or any portion of the work for a period of not more than ninety (90) days by notice in writing to the Provider which shall fix the date on which work shall be resumed. The Provider shall resume the work on the date fixed.
(B) Termination of Agreement. The City retains the right to terminate this Agreement if after fifteen (15) days written notice of a breach and the failure of Provider to cure any one or more of the following events:

- If the Provider commences a voluntary bankruptcy action or a bankruptcy petition is filed against the Provider under any chapter of any Bankruptcy Code, or if the Provider takes any equivalent or similar action by filing a petition under any federal or state law relating to the bankruptcy or insolvency.
- If the Provider makes a general assignment of its assets or receivable for the benefit of creditors.
- If a trustee, receiver, custodian or agent of the Provider is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Provider is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Provider's creditors.
- If the Provider persistently fails to perform the work in accordance with the Agreement, including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- If the Provider repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- If the Provider repeatedly disregards proper safety procedures.
- If the Provider disregards any local, state or federal laws or regulations.
- If the Provider otherwise violates any provisions of this Agreement.
(C) If the Provider commits a default due to its insolvency or bankruptcy, the following shall apply:
(1) Should this Agreement be entered into and fully executed by the parties, and funds have been released to the Provider by the City, and the Provider (Debtor) files for bankruptcy, the following shall occur:
(a) In the event the Provider files a voluntary petition under11 U.S.C. 301 or 302 , or an order for relief is entered under 11 U.S.C. 303, the Provider shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Provider further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362 (d)(1) or (d)(2), and the Provider agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Provider acknowledges that such waiver is done knowingly and voluntarily.
(b) Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361 . The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Provider in favor of the City.
(c) In the event the Provider files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Provider agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Provider shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Provider has less than five (5) years of payments remaining on the Note, the Provider agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining
payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.
(2) Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Provider, the following shall occur:

In the event the Provider files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Provider acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Provider acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Provider acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Provider agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Provider further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).
(D) Should the Provider's services be terminated by the City, the termination shall not affect any rights of the City against the Provider then existing or which may thereafter accrue. Any retention or payment of moneys due the Provider by the City will not release the Provider from liability.
(E) The Provider has no right, authority or ability to terminate the work except for wrongful withholding of any payments due the Provider from the City.

## Section 17. Breach of Contract.

It shall be the duty of the City Manager and any officials of the City which he may designate, to observe closely the Refuse collection, disposal and recycling operations and if in the opinion of the City Manager, there has been a breach of this Contract, the City Manager shall so notify the Provider, in writing, specifying the manner in which there has been a breach. If within a period of fifteen (15) days the Provider has not eliminated, or taken reasonable steps to eliminate the conditions considered to be a breach of contract, the City Manager shall so notify the City Commission and a hearing shall be set for a date within ten (10) days of such notice. At that time, the City Commission shall hear the Provider and the City Representatives and shall make a reasonable determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, as hereinafter provided.

The Provider and the City recognize that it is of paramount importance that the Contract be performed and the individual customers receive service. If the Provider fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said Refuse collection work, or performs the work unsuitably, or discontinues the execution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Provider becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City through the City Manager gives notice of much default, and the Provider of his surety fails to cure such default within fifteen (15) days after giving of such notice by the City, then the City may thereupon by action of the City Council, declare the contract cancelled. Upon such declaration of cancellation, the City may, without cost to the City or compensation to the Provider, take over the work and take possession, without further notice to the Provider and without judicial proceedings, of any and all equipment of the Provider and operate the same in the performance of the work and services described in this contract for the unexpired term of the Agreement, or for a period of three (3) months, whichever is shorter, and the Provider agrees to surrender peacefully said equipment and to assist the City in taking such possession, or the City may enter into an agreement with others for the performance of the work and services herein contracted for. In the event the City elects to take over Provider's equipment the City shall reasonably maintain such equipment and shall add Provider as an additional insured under its automobile and general liability policies. Such cancellation of the Agreement shall not relieve the Provider or the surety of liability for failure to faithfully perform this Agreement, and in case the expense incurred by the City in performing or causing to be performed, the work and services provided for in this Agreement, then the Provider (and the surety to the extent of its obligation) shall be liable to the City for said amount. Provider's surety or security will not be released until such time as the term of this Agreement would otherwise have expired.

## Section 18. Operation During Dispute.

In the event the City has not cancelled the Agreement in accordance with the terms provided above, and there remains a dispute between the Provider and the City, the Provider agrees to continue to operate and perform under the terms of this contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of the court.

## Section 19. Disposal Facility.

Refuse collected by the Provider shall be hauled to a Disposal Facility designated by the City. The City will assume all charges from the Disposal Facility for Garbage and Yard Waste collection, excluding tires.

The City reserves the right to direct the Contractor to use specific Disposal Facilities located within Broward County during the term of the Agreement without additional charge. The following Disposal Facilities been approved and are currently being used:

Garbage: all Garbage collected shall be disposed of at Wheelabrator Waste-to-Energy facilities in Broward County, Florida. Hours of Operation are 6:00 A.M. to 6:00 P.M. Monday through Friday; 6:00 A.M. to 4:00 P.M. Saturday excluding Sundays and Christmas Day.

North Plant: 2600 NW 48 ${ }^{\text {th }}$ Street Pompano Beach, Florida 33073
South Plant: 4400 South State Road 7 Fort Lauderdale, Florida 33314
Yard Waste: all Yard Waste collected under this Agreement shall be delivered to Sun Bergeron. Hours of Operation are 6:00 A.M. to 6:00 P.M. Monday through Friday; 6:00 A.M. to 4:00 P.M. Saturday excluding Sundays and Christmas Day.

Sun Bergeron: 815 South Powerline Road Deerfield Beach, Florida 33442

## Section 20. Unacceptable Waste

Should any Unacceptable Waste be delivered to a Disposal Facility, such Unacceptable Waste shall be removed, transported and disposed of by the Disposal Facility in accordance with applicable law governing such wastes, and the Disposal Facility shall clean up the disposal location to the extent required as a result of any such delivery of Unacceptable Waste. The costs of such removal, transport, disposal and clean-up shall be the sole responsibility of the Provider. Should the City receive any charges from the Disposal Facility for costs related to Unacceptable Waste, these costs shall be deducted from the Provider's monthly payment.

## Section 20. Compliance with Laws and Regulations.

The Provider hereby agrees to abide with all applicable Federal, State, County and City laws and regulations including those falling under the National Pollutant Discharge Elimination System (NPDES). The Provider and his surety shall indemnify and save harmless the City, all of its officers, representatives, agents and employees against any claim or liability arising from, or based on violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employee or his subcontractor. This clause shall apply not only during the term of this Agreement, but also as to any claim, liability or damages which are based on the Provider's conduct during the terms of this Agreement and in the event the City if charged with the responsibility, jointly or severally, for the aforesaid conduct, as a successor to the Provider.

## Section 21. Liquidated Damages.

Should the Provider fail to perform in accordance with the provisions of this Agreement and/or refuses to pay liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this Agreement, be entitled to claim against either the Provider or the Payment and Performance Bond of the Provider as provided in the following amounts not as a penalty, but as liquidated damages for such breach of agreement:

1) Legitimate complaints (over forty (40) per calendar week), $\$ 10.00 / \mathrm{each}$ complaint
2) Complaints from same customer (over three (3) per rolling 12-month calendar year), $\$ 25.00$ /each complaint
3) Failure to clean up spillage from vehicles or after having emptied containers, whether on private or public streets, alleys, etc., $\$ 25.00 /$ each case
4) Failure to clean vehicles or change containers, $\$ 25.00$ each vehicle or container
5) Failure to keep vehicles closed or covered, $\$ 25.00 /$ each vehicle
6) Loaded vehicles left standing on the street unnecessarily, $\$ 25.00$ /each vehicle; or
7) Failure to maintain schedules established and given as a requirement of this contract, in writing, to the public and to the City, $\$ 250.00 /$ per violation of route schedule

Prior to claiming liquidated damages, the City shall notify Provider in writing as to the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than ten (10) days after the end of the month in which the complaint occurred. Provider may contest the imposition of liquidated damages by notifying the City of its intent to do so. The City Manager shall meet with Provider and reasonably resolve such protest based on available evidence.

## Section 22. City Ordinances.

Nothing contained in any ordinance of the City now in effect, or hereafter adopted, pertaining to the collection of Refuse and trash shall in any way be construed to affect, change or nullify or otherwise alter the duties, responsibilities and operation of the Provider in the performance of the terms of this Agreement. It is the intention hereof that the Provider be required to perform strictly the terms of this Agreement, regardless of the effect or interpretation of any municipal ordinances which in any way relate to Refuse.

## Section 23. Amendments; Review.

Amendments which are consistent with the purposes of this Agreement may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances. The provisions of this Agreement shall be reviewed annually to determine if any amendments or additions are necessary to carry out the intent of the City and the Provider. This provision shall not apply to rates.

## Section 24. Legal Fees.

In the event suit is filed in a court arising out of this Agreement, and the City is the prevailing party, the Provider agrees to pay a reasonable fee-to the City's attorney, together with all costs incurred in connection with said case.

## Section 25. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of $\$ 100.00$. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider expresses its willingness to enter into this Agreement with the knowledge that the Provider's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $\$ 100.00$ less the amount of all funds actually paid by the City to the Provider pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the Provider agrees that the City shall not be liable to the Provider for damages in an amount in excess of $\$ 100.00$, which amount shall be reduced by the amount actually paid by the City to the Provider pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, as amended, or to extend the City's liability beyond the limits established in said Section 768.28, as amended; and no claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Section 25 do not apply to monies owed, if any, for services rendered to Provider by the City under the provisions of this Agreement.

## Section 26. Notice.

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager<br>City of Fort Lauderdale<br>100 North Andrews Avenue<br>Fort Lauderdale, Florida 33301

To the Provider:

## Section 27. Force Majeure

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The Provider further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The Provider shall use its reasonable efforts to minimize such delays. The Provider shall promptly provide an estimate as to the resumption of work.

## Section 28. Severability.

If any article or section of this Agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## Section 29. Change in Law.

The Provider may petition the City Commission for rate adjustments at on the basis of unusual and extraordinary changes in the Provider's cost of doing business due to revised laws, ordinances or regulations. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Provider's financial and operational records directly related to the Provider's request in order to verify the increase in costs and the reasons therefor. The City Commission may grant the request in whole or in part or may deny the request in its entirety. The City Commission may impose reasonable conditions on any relief granted. The City Commission's decision shall be final.

## Section 30. Term of Agreement.

The term of this Agreement shall be for a period commencing on February 1, 2014, and continuing through January 31, 2019. This Agreement shall be renewed upon mutual agreement of the City Commission and the Provider for two (2) additional five (5) year terms.

## Section 31. Patent Fees and Royalties.

The Provider shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation into the work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

## Section 32. Permits.

The Provider shall obtain and pay for all permits and licenses. The Provider shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Provider to secure and pay for all necessary licenses and permits of a permanent or temporary nature necessary for the prosecution and completion of the work.

## Section 33. Taxes and Franchise Fees.

The Provider shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with all laws. Franchise fees apply to this Agreement as per City Code of Ordinances, Chapter 24, Section 24-69.

## Section 34. Governing Law; Venue; Waiver of Jury Trial

The rights of the Parties hereto shall be construed and subject to the jurisdiction in accordance with the laws of the State of Florida. The Parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them
against the other. Venue for any suit filed arising out of this Agreement shall be in Broward County, Florida.

## Section 36. Miscellaneous Provisions.

(A) The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Provider and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any manner as a limitation of any rights and remedies available to any or all of them that are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of this Agreement. The provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
(B) The Provider shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider which shall immediately cease and terminate.
(C) The Provider and its employees, agents, representatives, officers, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any manner be construed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
(D) The City reserves the right to audit the records of the Provider relating in any way to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Provider agrees to submit to an audit by an independent certified public accountant selected by the City. The Provider shall allow the City to inspect, examine and review the records of the Provider at any and all times during normal business hours during the term of this Agreement.
(E) The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

## WITNESSES:

Signature

Printed/Typed Name

Signature

Printed/Typed Name

## ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney
Dated:

## BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.


Company: (Legal Registration) $\square$
CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE $\$ 607.1501$ (visit http://www.dos.state.fl.us/).



Payment Terms (section 1.04): $\square$ Total Bid Discount (section 1.05): $\square$

Does your firm qualify for MBE or WBE status (section 1.09): MBE $\square$ WBE $\Gamma$
ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.
Date Issued


P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?
YES $\Gamma \quad$ NO $\Gamma$
VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions
by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS. TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

## Variances:

$\qquad$
revised 11-29-11

## ADDENDUM NO. 1

## ITB 643-11289 <br> SOLID WASTE COLLECTION SERVICES

ISSUED September 25, 2013

1. This addendum is being issued to make the following change:
a. Replace last bullet of ITB PART I INFORMATION SPECIAL CONDITIONS, Section . 05 ELIGIBILITY with the following: "Bidder shall disclose any claims settled or pending between it and a State of Florida municipality or County in the last five (5) years."
b. Replace Commercial General Liability Insurance language of ITB PART I INFORMATION SPECIAL CONDITIONS, Section 21. INSURANCE with the following: "Commercial General Liability The Provider shall carry, in its own name, a comprehensive liability policy for its operations, other than automobile, with limits of at least two million dollars ( $\$ 2,000,000.00$ ). Said limits may be a combination of basic and excess liability insurance. The general liability policy must not exclude pollution coverage and provide a separate limit of at least two million dollars $(\$ 2,000,000.00)$ or the Provider must carry a separate pollution liability policy with limits of at least one million dollars (\$1,000,000.00)."

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company
Name:
(please print)
Bidder's
Signature: $\qquad$
Date: $\qquad$

$$
\begin{gathered}
\text { City of Fort Lauderdale } \\
\text { PRE-BID MEETING } \\
\text { ATTENDANCE SIGN-IN FORM }
\end{gathered}
$$

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\text { TIME: } \\
\text { OPENING DATE: }
\end{array}
\end{aligned}
$$

## DATE: September 19, 2013

ITB NO: 643-11289
ITB TITLE: Solid Waste Collection Services
PROCUREMENT SERVICES DIVISION CONTACT: Rick Andrews
OFFICE OF SUSTAINABILITY CONTACT: Melissa Doyle
September 19, 2013

COMPANY

$$
\begin{gathered}
\text { Cily of Fort Lauderdale } \\
\text { PRE-BID MEETING } \\
\text { ATTENDANCE SIGN-IN FORM }
\end{gathered}
$$

DATE:
ITB NO:

$$
\text { September 19, } 2013
$$

ITB TITLE: Solid Waste Collection Services
PROCUREMENT SERVICES DIVISION CONTACT: Rick Andrews
OFFICE OF SUSTAINABILITY CONTACT: Melissa Doyle

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\text { TIME: } \\
\text { OPENING DATE: }
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\end{aligned}
$$


 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original

Ticket No: 228504
Date:08/09/2013
Tine In:
08/09/2013 18:39:51
Time Out:
08/09/2013 18:53:24
Customer:
WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 100379
Truck No:
DEMO TRUCK
Vol
Cant

| Gross | $\because 3200 \mathrm{lb}$ |
| ---: | ---: |
| Tare | 34980 lb |
| Tons | $\therefore$ |
|  | 8220 lb |


Rate:
41.48

Tax:
Amt:
$\$ 170.48$
Origin: FORT LAUDERDALE

Total Tax
Total $\$ 170.48$


******Re-Print ******* *********************** Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) 581-6606
Original
**************************
Ticket No: 282382
Date:08/09/2013
Time In:
08/09/2013 15:00:23
Time Out:
08/09/2013 15:07:53
Customer:
WASTESERVI CESOFFLORIDAI
PO\#:

****** RePrint ******* ************************ Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale FL, 33
Ph: (954) 581-6606
Original
************************
Ticket No: 282405
Date:08/09/2013
Time In:
08/09/2013 16:22:25
Time Out:
08/09/2013 16:30:42



WSI BROWARD COINTY A Pr
Vehicle Information:
Tag No 100374
Truck No:
Auto ID\#
Vol $\quad \vdots$
Cont Carrier:

08/09/2013 19:06:35
Time Out: $18.52: 33$

 ************************
 **********************
Wheelabrator North Brow
2600 Northwest $48 t h$ Str
Pompano each, FL, 3307
Ph: $954-971-8701$

******Re-Print ******* *********************** Wheelabrator North Brow 2600 Northwest $48 t h$ Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
***************************
Ticket No: 228713
Date:08/12/2013
Time In:
08/12/2013 07:37:20
Time Out
08/12/2013 07:51:17
Customer:
WASTESERVICESOFFLORIDAI POH:

Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tag No: 301145
Truck No:
AUTO ID\#
Vol


 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701
Original
*********************** Ticket No: 228507
Date:08/09/2013
Time $\ln$ :
08/09/2013 18:54:15
Tinle Out
08.09/2013 19:02:44

Customer:
WASTESERVICESOFFLORIDAI PO\#:

## Carrier:

Carrier bRONARD COUNTY A Pr Vehicle Information:
Tas No: 2006s:
Truck No:
Auto 1DH66701618
Vol
Cat $\vdots$

| Cross: | 51680 ib |
| :--- | ---: |
| Tare : | 39360 lb |
| Net | 123201 b |
| Tons | 6.16 |


| Item: | RES ICOUNTY-RESID |
| :---: | :---: |
| Qty: | 6.16 |
| Uom: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: | \$255.52 |
| Origin:FORT LAUDERDALE |  |
| Total | Tax |
| Total | \$255.52 |

****** Re-Print $* * * * * * *$ *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
***********************
Ticket No: 228509
Date:08/09/2013
Time ln:
08/09/2013 19:08:37
Time Out;
08/09/2013 19:34:06
Customer:
WASTESERVICESOFFLORIDAI
PO\#:

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle information:
Tag NO: 100378
Truck No:

| DEMO TRUCK |
| :--- |
| Vol |
| Cnt |
| Gross: |
| Tare |
| Net |
| Tons |


******* Re-Print ******* ************************ Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Original
************************
Ticket No: 228629
Date;08/10/2013
Time ln:
08/10/2013 16:23:01
Time Out
08/10/2013 16:48:07

## Customer:

WASTESERVICESOFFLORIDAI PO 带:
Carrier:
WS I BROWARD COUNTY A Pr Vehicle Information;
Tag No: 100378
Truck No:
DEMO TRUCK
Vol

| Gross: | 53780 lb |
| :--- | ---: |
| Tare | 34720 lb |
| Net | 19060 lb |
| Tons $:$ | 9.53 |


Item: RESICOUNTY-RESID



Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original *************************
Tlcket No: 228625
Date:08/10/2013
Time ln:
08/10/2013 16:04:29
Time out
08/10/2013 16:16:39
Customer:
WASTESERVICESOFFLORIDAI PO\#:

## Carrier:

USI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 100375
Truck No:
Auto ID\#


| Gross: | 53940 lb |
| :--- | ---: |
| Tare | 35680 bb |
| Net | 182601 b |
| Tons : | 9.13 |

Item; RESICOUNTY-RESID
Qty: 9,13


Tax:
$\$ 378.71$
Origin:FORT LAUDERDALE

Total
$\$ 378.71$
 Ticket No: 228636
Date:08/10/2013
Time In
08/10/2013 $16: 59: 52$
Time Out
$08 / 10 / 2013$ 17:19:41


$620 G 4 Z-2$

 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Origina!
***********************
Ticket No: 228610
Date:08/10/2013
Time In:
08/10/2013 14:30:22
Time Out:
08/10/2013 14:45:03

## Customer: <br> WASTESERVICESOFFLORIDAI

 PO\#:Carrier:
WS I BROWARD COUNTY A Pr Vehicle Information:
Tag No: 100379
Truck No:
DEMO TRUCK

| Vol |  |  |
| :--- | :--- | :--- |
| Cnt |  |  |
| Gross |  | 53620 |
| Tare | $\vdots$ | 35020 |
| Net | $\vdots$ | 18600 |
| Tons |  | 9.30 |


Orisin:FORT LAUDERDALE

Total Tax
Total
$\$ 385.76$


Wheelabrator North Brow 2600 Nerthwest 48th Str Pompar: Beach FL, 3307
Ph: 954-971-8701
original
***********************
Ticket No: 228609
Date;08/10/2013
Time In:
08/10/2013 14:25:03
Time Out:
08/10/2013 14:42:58
Customer'
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tas No: 100368
Truck No:
Auto ID\#
Vol.
(:nt

| Mross: | 58480 ib |
| :--- | ---: |
| Tare | 35880 ib |
| Net | $226001 b$ |
| Tons $:$ | 11,30 |


| item: RESICOUNTY-RESID |  |  |
| :---: | :---: | :---: |
| Qty: |  | 11.30 |
| UOM: |  | Tons |
| Rate: |  | 41,48 |
| Tax: |  |  |
| Amt. $\$ 468.72$ |  |  |
| Origin:FORT LAUDERDALE |  |  |
| $=\pi= \pm=$ = |  |  |
| Total | Iax |  |
| Total |  | \$468.72 |



Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, $\mathrm{FL}, 3307$ Ph: 954-971-8701
Original
************************
Ticket No: 228638
Date:08/10/2013
Time In:
08/10/2013 17:31:55
Time Out:
08/10/2013 18:51:49
Customer:
WASTESERUICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 200698
Truck No:
Auto ID\#66701618
Ruto
Vol
Cnt

Crose

| Gross: | 657601 lb |
| :--- | ---: |
| Tare: | 39320 ib |
| Net | 26440.1 b |
| Tons : | 13.22 |


Item: RESICOUNTY-RESID

| Qty: | 13.22 |
| :--- | :--- |
| Qoin: | Tons |
| Rate: | 41.48 |

Tax;
Amt; $\$ 548,37$.
OrIgin;FORT LAUDERDALE
Total Tax Total
$\$ 548.37$
200098


****** Re-Print ****** ************************ Wheelabrator North Brow 2600 Northvest 48 th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Orisinal
**********************
Ticket No: 228613
Date:08/10:2013
Time In:
08/10/20; : $1^{5} . n^{2}$ on
Time Out
08/10/201. $\because 37$
Customer:
WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tag No: 100380
Truck No:
DEMO TRUCK
Vol :

| Gross: | 55560 ib |
| :--- | :--- |
| Tare | 36380 ib |
| Net | 19180 ib |

Tons : 9.59


 08/12/20i3 13:53:54景 *****************
Ticket No. 2828114
Date:0812
Time.ln ************************




$C / \geq 1 / B 0$

 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph ' 954-971-8701
Original
************************
Ticket No: 228840
Date:08/12/2013
Time In:
08/12/2013 15:37:05
Time Out
08/12/2013 15:47:10
CuStomer:
PO\#:
Carrier:


| Item: RESICOUNTY-RESID |  |
| :---: | :---: |
| 9ty: | 8.54 |
| Uon: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Origin Fort laudendale |  |
|  |  |
| tal | Tax |
| tal | \$354.24 |

********************** Wheel abrator North Brow 2600 Nor thwest 48th Str Pompano Beach FL, 3307
Ph; 954-971-8701
Original
************************
Ticket No: 228885
Date:08/12/2013
Time In:
08/12/2013 19:31:11
Time out
08/12/2013 19:46:30
Customer:----------
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:

| Carrier: |
| :--- |
| WSI BROWARD COUNTY A Pr |
| Vehicle Information: |
| Tag No: 100 375 |
| Truck No: |
| Auto ID $\#$ |
| Vol $\vdots$ |
| Cnt |
| Gross: |
| Tare : |
| Net |
| Tons : |



## 

Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701
Orisinal
*************************
TIcket No: 228877
Date:08/12/2013
Time In:
08/12/2013 18:28:02
Time Out.
08/12/2013 18:46:07
Customer:
WASTESERVI CESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 100374
Truck No:

| Auto ID\# | 4 |
| :---: | :---: |
| Vol : | $\ddagger$ |
| Cnt | 1 |
| Gross ; | 62120 lb |
| Tare | 35420 1b |
| Net | 26700 1b |
| Tons | 13.35 |





Carrier
WSI BROWARD COUNTY A Pr
Vehicle Information: WASTESERVICESOFFLORIDAI
PO\#: 08/12/2013 18:24:44 08/12/2013 18:10:01 ELOZ/ZI/80: әqé
عL88ZZ
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$* * * * * * * * * * * * * * * * * * * * * * * *$ (

 Wheelabrator North Brow 2600 Nor thwest 48 th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 228832
Date:08/12/2013
Time ln:
08/12/2013 15:07:03
Time out:
08/12/2013 15:15:37
Customer:
WASESERVICESOFFLORIDAI
PO\#:

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Carrier WSI
Vehicle Information:
Tag N 100368
Truch No:
Auto ID\#
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$\begin{array}{ll}\text { Oty: } & \text { 12:67 } \\ \text { Uom: } & \text { Tons }\end{array}$
$\begin{array}{lr}\text { Rate: } & 41.48 \\ \text { Tax: } & \$ 525.55 \\ \text { Amt: } & \end{array}$
Amt:

 100368

 10036
 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph 954 971-8701
Or 0 bed
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Ticket No: 228887
Date:08/12/2013
Time In:
08/12/2013 19:34:35
Time Out.
08/12/2013 20:15:49
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Customer:
WASTESERVICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
tag No: 100369
Truck No:
Auto ID\#
Cnt :

| Gross: | 42040 lb |
| :--- | ---: |
| Tare | 35260 lb |
| Net | 6780 lb |
| Tons | 3.39 |



$\$ 123.61$



************************ elabrator North Brow Pompano Beach FL, 3307
Ph: 954-971-8701
Original
Ticket No: 229145
Date:08/
08/14/2013 06:35:31
time out:
08/14/2013 06:43:51

## WASTESERVICESOFFLORIDAI

 PO\#:Carrier:
WSI BROWARD COUNTY a Pr Tag No: 91006
Truck No :
Auto 1D\$66701677
Cnt

v**********************
Wheelabrator North Brow 2600 Northwest 48th Str
Pompano Beach FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 229105
Date:08/13/2013
Time 1 n :
08/13/2013 20:45:37
Time Out:
08/13/2013 20:53:24
Customer:
WASTESERVIICESOFFLORIDAI
PO\#:
Carrier:
WS BROWARD COUNTY A Pr
Vehicle lnformation:
Tas No: 200695
Truck No:
$V$ Vol :
Ont


 Wheelabrator South Brow 4400 State Road 7 Fort Lauderdale, FL, 33
Ph: (954) 581-6506
Original
***********************
Ticket No: 283062
Date:08/13/2013
Time In:
08/13/2013 13:00:42
Time Out,
08/13/2013 13:10:33
 PO\#;
 Vehicle Information:
Tag No: 200695
Truck No:
200695
Vol
Cnt

| Gross | $\ddots$ | 59680 lb |
| :--- | ---: | ---: |
| Tare | $\ddots$ | 3640 lb |
| Net |  | 20040 lb |
| Tons |  | 10.02 |




 ---




## $615 \cdot 8-13-13$ 100369 <br> **********************

 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original**************************
Ticket No: 229166
Date:08/14/2013
Time In:
08/14/2013 07:34:50
Tl me Out:
08/14/2013 :07:47:45
Customer:
WASTESERVICESOFFLORIDAI
PO H:

## Carrier.

WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 100369
Truck No:
Auto ID\#
Vol
Cant

(1)

Item: RESICOUNTY-RESID
Qty: 10.72
Rate:
41 Tons
Ax.
Orisin;FORT LAUDERDALE

Total Tax
Total
$\$ 444.67$

****** RePrint ****** ************************* Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 229106
Date:08/13/2013
Time In:
08/13/2013 21:00:16
Time Out.
08/13/2013 21:20:36
Customer:
PO\#: $\because$ VICESOFRLORIDAI
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tag No: 100378
Truck No:
DEMO TRUCK
Vol


Item: RESICOUNTY-RESID


Bid 643-11289
****** RePrint ******* ************************ Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 229103
Date:08/13/2013
Time ln:
08/13/2013 20:07:35
Time Out:
08/13/2013 20:23:01
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 100375
Truck No:
AUTO ID\#
Vol
Cant:

| Gross: | 503401 ib |
| :--- | ---: |
| Tare |  |
| Net | 35460 ib |
| Tons | . |
|  | 14880 ib |


Item: RESICOUNTY-RESID



WASTESERVI ICESOFFLORIDAI
PO\#: 08/13/2013 20:03:16 08/13/2013 19:40:40 Date :08/13/201301
Time In: **************************

 ************************ *******RePrint ******* $\qquad$
Q

## $\frac{a}{a}$

 1
****************************
Wheelabrator North Brow
2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701
Original

Ticket No: 229094
Date:08/13/2013
Time la:
08/13/2013 18:15:10
Tine Out:
08/13/2013 18:29:35
Customer:
WASTESERVICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle information:
Tas No: 100308
Truck No:
Auto ID \#
Vol :

| Gross: | 56360 lb |
| :--- | ---: |
| Tare: | 357201 b |
| Net | 20640 lb |
| Tons : | 10.32 |





Whee labrator South Brow
4400 State Road 7





Bid 643-11289
$618 / 100399$ ************************ Wheelabrator South Brow 4400 state Road 7
Fort Lauderdale FL, 33
Ph: (954) 581-6606
Original
******************************
Ticket No: 283347
Date:08/14/2013
Time In:
08/14/2013 15:44:37
Time Out:
08/14/2013 16:10:39

## Customer:

WASTESERVICESOFFLORIDAI PO\#:

| Carrler: |
| :--- |
| WSl BROWARD WSI BROWARD |
| Vehicle Information: |
| Tas No: 100379 |
| Truck No:. |
| ioos79 |
| Vol |
| Cnt |
| Gross: |
| Tare |
| Net |
| Tons |






08/14/2013 16:02:21 Ticket No: 283353
Date:08/14/2013
Time In:
 Fort Lauderdale. FL, 33

 Wheelabrator North Brow 2600 Nor thwest 48 th Str Pompano Beach, FL, 3307 Ph: 954-971-8701
Original
*************************
Ticket No 229409
Date:08/15/2013
Time ln:
08/15/2013 07:12:59
Time Out:
08/15/2013 07:22:15
Customer:
WASTESERVICESOFFLORIDAI PO H:

Carrier.
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 91006
Truck No:
Auto ID \#66701677
Vol
Ont

| Gross: | 45120 lb |
| :--- | ---: |
| Tare | 361001 b |
| Net | 90201 b |
| Tons | 4.51 |



## City of Fort Lauderdale 620

****** RePrint ****** ************************* Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original
*************************
Ticket No: 229422
Date:08/15/2013
Time ln:
08/15/2013 08:01:31
Time Out:
08/15/2013 08:15:40
Customer: WASTESERVICESOFFLORIDAI PO\#:

Carrier
WSI BROWARD COUNTY A Pr Vehicle fofarmation:
Tag No 100375
Truck No:
AUTO ID\#
Vol :
$\begin{array}{lr}\text { Gross: } & 53140 \mathrm{ib} \\ \text { Tare } & 35760 \mathrm{ib} \\ \text { Net } & 17380 \mathrm{ib} \\ \text { Tons }: & 8.69\end{array}$

Item: RESICOUNTY-RESID
Qty: 8.69
Rate: 41.48
Tax:
$\$ 360,46$
Amt
derdale

Total Tax
Total
$\$ 360.46$

081413

## H3621

********************** Wheelabrator North Brow 2600 Northyest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 229353
Date:08/14/2013
Time In:
08/14/2013 18:27:53
Time Out:
08/14/2013 18:43:27
Customer
WASTESERVICESOFFLORIDAI PO\#:

Carrier:
LSI BROWARD COUNTY A Pr Vehicle Information:.
Tag No: 100377
Truck No:
Auto ID\#
Vol
Cont :

| Gross: |  | 58240 lb |
| :--- | :--- | :--- |
| Tare : |  | 36020 lb |
| Net |  | 222201 b |
| Tons |  | 11.11 |


Item: RESICOUNTY-RESID
Qty: $\quad 11.11$

Rate:
41.48

Tax:
Amt: ${ }^{\text {Origin FORT LAUDERDALE }}$
-
Total Tax
Total
$\$ 460.84$



3616
****** Re-Frint *****氺* ************************ Wheelabrator North Brow 2600 Northwest $48 t h$ Str
Ph : 954-971-8701 Original

Ticket No: 229352
Date:08/14/2013
Time In:
08/14/2013 18:20:15
Time out:
08/14/2013 18:28:20
Customer:
WASTESERVICESOFFLORIDAI
PO\#:

| Carrier: |
| :--- |
| WSI BROWARD COUNTY A Pr |
| Vehicle Information: |
| Tags No: 100379 |
| Truck No: |
| DEMO TRUCK |
| Vol |
| Cont |
| Gross: |
| Tare |
| Net |
| Tons : |




Wheel abrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701
Original
*************************
Ticket No: 229361
Date:08/14/2013
Time In:
08/14/2013 19:31:35
Time Out:
08/14/2013 19:39:15
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 100367
Truck No:
Auto ID\#
Vol
Cont

 Whee labrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 229358
Date:08/14/2013
Time In:
08/14/2013 19:25:40
Time Out:
08/14/2013 19:49:14

## Customer: <br> WASTESERVICESOFFLORIDAI

PO\#;
Carrier:
WS I BRONARD COUNTY A Pr
Vehicle Information:
Tag No: 100369
Truck No:

$\begin{array}{lr}\text { Gross: } & 635601 \mathrm{c} \\ \text { Tare : } & 3532016 \\ \text { Net } & 282401 \mathrm{l} \\ \text { Tons : } & 14.12\end{array}$

Item: RESICOUNTY-RESID




 $\begin{array}{lr}\text { Item: } & \text { RESICOUNTY-RESID } \\ \text { Qty: } & 4.26 \\ \text { UOM; } & \text { Tons } \\ \text { Rate: } & 41.48 \\ \text { Tax; } & \end{array}$


## 

Wheelabrator North Brow 2600 Northwest 48 th $\$ \mathrm{tr}$ Pompano Beach FL, 3307. Ph : 954-971-8701 Oríginal
************************** Ticket No: 229467
Date:08/15/2013
Time In:
08/15/2013 11:23:39
Time Out:
08/15/2013 11:45:03
Customer:
WASTESERVICESOFFLORIDAI
PO
Carrier:
WSI BRONARD COUNTY A Pr Vehicle Information: Tas No: 200699
Truck No;
Auto ID\#76801807
Vol

| Gross: |  | 45520 lb |
| :--- | ---: | ---: |
| Tare: | 39800 ib |  |
| Net |  | 5 lb 20 lb |
| Tops : | $:$ | $2: 86$ |


Ite $\because$ RESICOUNTY-RESID








## \#46870

****** Re-Print $* * * * * *$ *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach; FL, 3307
Ph: 954-971-8701
Original
***********************
Ifcket No: 229619
Date:08/16/2013
Time In:
08/16/2013:06:17:05
Time Out:
08/16/2013 06:29:22
Customer
WASTESERVIICESOFFLORIDAI PO\#:

| Carrier: |
| :--- |
| WSI BROWARD COUNTY A Pr |
| Vehicle Information: |
| Tas No 100379 |
| Truck No: |
| DEMO TRUCK |
| Vol $\vdots$ |
| Cnt |
| Gross: |
| Tare |
| Net |
| Tons $:$ |


| Item: | R |
| :---: | :---: |
| Qty: | 10.87 |
| UOM: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: $\$ 450.89$ Origin:FORT LAUDERDALE |  |
|  |  |
| Total | Tax |
| Total | \$450.89 |



# $\because \%$ 

 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph; 954-971-8701
Original
*************************
Ticket No: 229573
Date:08/15/2013
Time In:
08/15/2013 17:31:53
Time Out:
08/15/2013 17:42:26
Customer
WASTESERVICESOFFLORIDAI PO\#:

## Carrier:

hSl BROWARD COUNTY A Pr Vehicle Information:
Tag No: 200698
Truck No:
Auto ID\#66701618
Vol
Cnt


| Item: RESICOUNTY-RESID |  |
| :---: | :---: |
| Qty: | ( 9.93 |
| UOM : | ons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: |  |
| OriginiFORT LAUDERDALE |  |
|  |  |
| Total | \$411.90 |





08/15/2013 19:43:59
Cも:OE:6I عโOZ/GI/80

 Ph: 954-971-8701
OrIginal Pompano Beach FL, 3307 ***********************
Wheel labrator North Brow
2600 Northwest $48 t h$ Str


City of Fort Lauderdale

 ****** Whee lair: Ar South Brow 4400 Stain, $-\ldots, 17$
Fort Lauder nisi: li, 33 Ph: (954) 581-6600 Original

Ticket No: 283808
Date :08/16/2013
Time In:
08/16:2013 15:03:43
Time Out:
08/16/2013 15:11:07
Customer:
WASTESERUVICESOFFLORIDAI PO뀸:

Carrier:
WII BROWARD WSI BROWARD
Vehicle Information:
Tag No: 100379
Truck No:
100379
Vol :
$\begin{array}{lr}\text { Gross: } & 524601 b \\ \text { Tare : } & 350801 b \\ \text { Net } & 173801 b \\ \text { Tons : } & 8.69\end{array}$

v*************************
Wheelabrator North Brow
2600 Northwest 48th Str
Pompano Beach FL, 3307
Ph $954-971-8701$
Original
***********************
Ticket No 229541
Date:08/15/2013
Time In
$08 / 15 / 201314: 24: 54$
Time Out
$08 / 15 / 201314: 38: 50$

## Customer: <br> WASTESERVICESOFFLORIDAI

 PO\#:Carrier: Vehicle Information:
Tag No: 100368
Truck No:
Auto 1D\#





Rutan octal digit Bid 643-11289
VIERNVES FIACDY
$O Q-16-13$ O 8 时 $16-13$
****** RePrint ****** $* * * * * * * * * * * * * * * * * * * * * * ~$ Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original

Ticket No: 229819
Date:08/17/2013
Titre In:
08/17/2013 07:15:49
Time Out.
08/17/2013 07:26:08
Customer: WASTESERVICESOFFLORIDAI
PO\#:
Carry ier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tags No: ${ }^{100378}$
I Truck No:
DEMO TRUCK

| Vol |  |
| :--- | :--- |
| Cont |  |
| Gross |  |
| Tare | 526600 |
| Net | 3480 |
| Tons | 17820 |
|  | 8.91 |


*****RePrint ****** *********************** Whee labrator South Brow 4400 State Road 7 Fort Lauderdale FL, 33
Ph. (954) 581-6606
Original
***********************
Ticket No: 283725
Date:08/16/2013
Time In:
08/16/2013 11:11:28
Time Out:
08/16/2013 11:57:25



## 

Wheelabrator North Brow
2600 Northwest 48th Str
Pompano Beach, FL, 3307
Ph: 954-971 8701
Original
************************
Ticket No: 229787
Date:08/16/2013
Time in:
08/16/2013 21:06:28
Time Out:
08/16/2013 21:12;45
Customer:
WASTESERI ICESOFFLORIDA!
PO\#:

## Carrier:

WSI BIUNUARD COUNTY A Pr
Tas No Information:
Tas No: 200695
Truck No:
Auto ID\#
Vol
Cnt

| Gross: | 54680 ib |
| :--- | :--- |
| Tare | 39800 |
| Net | 14880 |
| Tons | 7.44 |


lax:

Total Tas
Total
$\$ 308.61$


********************* Wheel abrator North Brow 2600 Northvest 48 th Str Pompano Beach FL, 3307 Ph: 954-971-8701
Original
***********************
Ticket No: 229780
Date:08/16/2013
Time 1 n :
08/16/2013 18:49:25
Time out:
08/16/2013 19:07:23
Customer: WASTESERVICESOFFLORIDA!
PO\#:

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle Information;
Tas No: 100368
Truck No:
Auto ID\#
Vol :

| Gross: | 64360 lb |
| :--- | ---: |
| Tare | 3580 bb |
| Net | 28680.1 b |
| Tons | 14.34 |




Wheelabrator Northi Brow 2600 Nor thvest 48th Str Pompano Beach.FL, 3307 Ph: 954-971-8701
Orlginal
***********************
Ticket No: 229784
Date:08/16/2013
Time In :
08/16/2013 20:06:06
Time out:
08/16/2013 20:21:19
Customer:
WASTESERVICESOFFLORIDAI PO\#:
$r$. er:
\&ROWARD COUNTY A Pr
cle Information:
$\because$ No: 100374
:a uck No:
Auto ID\#
Vol
Cnt
On

| Gross: | 53840 lb |
| :--- | ---: |
| Tare | 35440 lb |
| Net | 18400 lb |
| Tons : | 9.20 |


| Item: RESICOUNTY-RESID |  |
| :---: | :---: |
| Qty: | Wbl 9 |
| U0M: | Tons |
| Rate: | 41.48 |
|  |  |
|  | Origint FORT LAUDERDALE |  |
|  |  |  |
| Total | Tax |
| Total | \$381.62 |

## 610

 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Original

Ticket No: 228510
Date:08/09/2013
Time In:
08/09/2013 19:17:53
Time Out:
08/09/2013 19:31:45
Customer:
WASTESERVICESOFFLORIDA
PO\#:

\section*{Carrier: <br> WSI BROWARD COUNTY A Pr Venicle Information: <br> Tas No: 200703 <br> Truck No: <br> Auto ID\#66701619 <br> Vol, <br> | Cnt | $:$ |
| :--- | ---: |
| Gross: | 52060 1b |
| Tare : | 391601 b |
| Net | 129001 b |
| Tons : | 6.45 | <br> Item: RESICOUNTY-RESID <br> | Qty: | 6.45 |
| :---: | :---: |
| UOM: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: | \$26 |
| Origi | O:UNINCORPORATEDBR |
| = = |  |
| Total | Tax |
| Total | \$267.5 | <br> - $\$ 267.55$}



Hél
***********************
Wheelabrator North Brow 2600 or thwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 228501
Date:08/09/2013
Time In:
08/09/2013 18:17:17
Time Out:
08/09/2013 18:37:56
Customer
WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information;
Tag No: 100366
Truck No:
Auto ID\#
Vol
Cnt

| Gross : | 40980 ib |
| :--- | ---: |
| Tare | 36020 ib |
| Net | 4960 lb |
| Tons | 2.48 |



Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 230550
Date:08/21/2013
Time ln:
08/21/2013 08:29:55
Time out
08/21/2013 08:43:19

```
Customer:
WASTESERVICESOFFLORIDAI PO\#:
```

Carrier;
USI BRONARD COUNTY A Pr
Vehicle Information:
Tas No: 100366
Truck No:
Auto ID\#
Vol


Item: RESICOUNTY-RESID

| Qty : | 4.22 |
| :---: | :---: |
| UOM: | Tons |
| Rate:" | 41.48 |
| Tax: |  |
| Amt: | \$175.05 |
| Origin | LAUDERDALE |
|  |  |
| Total |  |
| Total | \$175.05 |

## 100376

| ****** Re-Print ****** *********************** |  |
| :---: | :---: |
| Whee labrator North Brow 2600 Nor thwest 48 th $\operatorname{str}$ |  |
|  |  |
| - |  |
|  |  |
| ******** |  |
| Date:08/14/2013 |  |
|  |  |
| 08/14/2013 07:16:2 |  |
|  |  |
|  |  |
| 08/14/2013:07:27:21 |  |
| Customer: <br> WASTESERV ICESOFFLORIDAI |  |
|  |  |
| po\#: |  |
| Carrier: |  |
| Vehicle Information: |  |
|  |  |
| Tas No: 100376 |  |
| AUT0 ID\#76801883 |  |
|  |  |
| Vol : |  |
| Cnt |  |
|  |  |
| Tare : | 35680 1b |
|  |  |
| Tons | 59 |
|  |  |
| 1tem: RESICOUNTY-RESID |  |
| Qom: Tons |  |
| Rate: 41.48 |  |
|  |  |
| Origin:FORT LAUDERDALE |  |
|  |  |
| Total Tax $\$ 231.87$ |  |
|  |  |






Time Out:
08/20/20i3 07:23:56 08/20/2013 06:47:58

 Pompano Beach FL, 3307
Ph $954-971-8701$
Orisinal
 ******* Re-princ



## 

 $+2635$ $v * * * * * * * * * * * * * * * * * * * * * * *$Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original ************************ Ticket No: 230515
Date:08/21/2013
Tine $\ln$ :
08/21/2013 06:16:44
Time out:
08/21/2013 06:34:40
Customer:
WASTESERVICESOFFLORIDA! PO\#:

```
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tag NO: 301145
Truck No:
Auto ID\#
Vol 1
```



```
\(\begin{array}{lr}\text { Gross: } & 31780 \mathrm{lb} \\ \text { Tare } & 23740 \mathrm{lb} \\ \text { Net } & 8040 \mathrm{lb} \\ \text { Tons } & 4.02\end{array}\)
```


Item; RESICOUNTY-RESID





 ㅁ


08/20/2013 21:52:04
08/20/2013 20:35:08 Ticket No: 230480
Date: $08 / 20 / 2013$
Time In. *****************************
Ticket No: 230480 Ph: 954-971-8701
Original
 Wheelabrator North Brow
2600 Northwest 48 th Str ************************* *******Re-Print $* * * * * * *$

## 6616

## 

Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 229939
Date:08/17/2013
Time la:
08/17/2013 16:57:03
Time Out.
08/17/2013 17:17:00

WASTESERVICESOFFLORIDAI
PO\#:
Carrier

- Carrier BROWARD COUNTY A Pr Vehicle Information:
Tag No: 100377
Truck No
Auto ID\#
Vol :
Vol
Cnt

| Gross: | 52580 |
| :--- | ---: |
| Tare | 36000 |
| Net | 16 |
| Tons | 16580 |
|  | 8.29 |


Item: RESICOUNTY-RESID

| Oty: | 8.29 |
| :---: | :---: |
| UOM: |  |
| Rate: | 41.48 |
| Tax: |  |
| Ant: | F-\$343.87 |
| Origi | :FORT LAUDERDALE |
| Total | Ta |
| Tota | $\$ 343$ |



## *********************

Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach FL, 3307 Ph: 954-971-8701
Original
*************************

Datero8\%17\%2013
Time In.
08/17/2013 19:39:17
08/17/2013 19:57:59
Customer.
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Informatison:

***********************
Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 229952
Date:08/17/2013
Time in:
08/17/2013 18:05:06
Time Out:
08/17/2013 18:15:58

```
Customer:
WASTESERVICESOFFLORIDAI
```

PO\#:

| Carrier: <br> K'S:I BROWARD COUNTY A Pr |  |
| :---: | :---: |
|  |  |
| : 38 No: 200695 |  |
| ruck No: |  |
| Auto ID\# |  |
| Vol |  |
| Cat |  |
| Gross: | 61740 |
| Tare : | 39700 |
| Net : | 22040 |
| Tons : |  |



| Qty: | 11.02 |
| :---: | :---: |
| UOM: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: | \$457.11 |
| Origin;FORT LAUDERDALE |  |
| Total | Tax |
| Total | \$457.11 |




Wheelabrator North Brow 2600 Nor thwest 48th Str Pompano Beach Fi, 3307 Ph: 954-971-8701 Original
***********************
Ticket No: 229917
Date:08/17/2013
Time ni $17 / 2013$ 15:26:53
Time out:
08/17/2013 15:48:22
Customer: WASTESERVIICESOFFLORIDAI PO\#:

| Carrier: |
| :--- |
| WS BROWARD COUNTY A Pr |
| Vehcle Information: |
| Tay No: 100366 |
| Truck No: |
| Auto ID\# |
| Vol |
| Cnt |
| Gross: |
| Tare : |
| Net |
| Tons : |


************************
Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701
Orisinal
*******************i******
Ticket No: 229947
Date:08/17/2013
Time $\ln$ :
08/17/2013 17:54:37
Time Out:
08/17/2013 18:09:55

## Customer: PO\#:

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 100374
Truck No:
Auto ID\#
Vol

| Cnt |  |
| :--- | ---: |
| Gross: | 592601 c |
| Tare | 354201 lb |
| Net | $238401 b$ |
| Tons | 11.92 |


| Item: RESICOUNTY-RESID |  |
| :---: | :---: |
| Qty: | 11.92 |
| yom: |  |
| Rate: ${ }^{\text {a }} 41.48$ |  |
| Tax: |  |
| Origin:FORT LAUDERDALE |  |
|  |  |
|  |  |
|  |  |

***********************
Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 229954
Date:08/17/2013
Time In:
08/17/2013 18:57:26
Time Out:
08/17/2013 19:21:23

## Customer: <br> WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WSI BRONARD COUNTY A Pr Vehicle Information:
Tas No: 91006 l0.371
Auto ID\#66701677
Vol :
Cnt



** *********************** 4400 State Road 7
Fort-Lauderdale, FL; 33
Ph: (954) 58.1-6606:
Original
**************************

Oustomer
WASTESEVICESOFFLOHIDAI
Carrier
Wehicte Information:
taz. No: 100379
Truck No:
100379
$V 01$



****** Re-Print $\boldsymbol{*} * * * * *$ *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 229914
Date:08/17/2013
Time In:
08/17/2013 15:15:35
Time Out:
08/17/2013 15:35:38
Customer:
WASTESERVI CESOFFLORIDAI
PO\#:

## Carrier: <br> WSI BROWARD COUNTY A Pr <br> Vehicle Information: <br> Tas No: 100379 <br> Truck No: <br>  <br> Tons :


Item: RESICOUNTY-RESID

| Qty: | 9.94 |
| :--- | ---: |
| Uom: | Tons |
| Rate: | 41.48 |

Tax:
\$412,31
Ant
SEDALE

Total Tax
Total
\$412,31

(1)
****** Re-Print ******* ************************* Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph:954-971-8701 Original
**************************
TIcket No: 229943
Date:08/17/2013
Time In:
08/17/2013 17:30:01
IIme Out:
08/17/2013 17:46:36

## Customer: <br> WASTESERVICESOFFLORIDAI PO\#:

Warrier: BRONARD COUNTY A Pr Vehicle Information:
Tas No: 100370
Truck No:
AUTO ID\#


Item: COMMCOUNTY-COMME


Amt: $\begin{aligned} & \text { Origin:FORT LAUDERDALE }\end{aligned}$
Total Tax
Total

100370
$2 T 610$
100368
***********************
Wheelabrator North Brow 2600 Nor thwest 48 th 3307 Pompano Beach FL, 3307
Ph: 954-971-8701 Original
TIcket No: 230216
Date:08/19/2013
Time In 13 17:27:05
$08 / 19 / 2013$ 17:
Time out
$08 / 19 / 2013 \quad 17: 41: 47$

## Customer : CESOFFLORIDAI

 PO\#:
-
${ }^{*} * * * * * * * * * * * * * * * * * * *$, Whee labrator Nor 48 th Str 2600 Nor thwest, $\mathrm{PL}, 3307$
Ph: 954-971-8701
Original

Date:08/19/2013
Time 1 n :
08/19/2013 15:23:52
Time Out
08/19/2013 15:34:12
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tags No: 100368
Truck No:
Auto 1 DH


Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) 581-6606
Original
************************
Ticket No: 284276
Date:08/19/2013
Time $\ln$ :
08/19/2013 16:29:13
Time Out:
08/19/2013 16:52:04
Customer:
WASTESERVIICESOFFLORIDAI
PO\#:
Carrier:
WII BROWARD WSI BROWARD
Vehicle Information:
Tags No: 100377
Truck No:
100377
Vol :

| Gross: | 60320 lb |
| :--- | ---: |
| Tare : | 359601 b |
| Net | 243601 b |
| Tons | 12.18 |







 Customer:
WASTESERVICESOFFLORIDAI
PO\#: Time Out
08/19/20i3 14:18:33

 Original Ph: 954-971-8701 Pompano Beach FL,
Ph. $954-971-8701$
 $* * * * * * * * * * * * * * * * * * * * * * * * *$
Wheelabrator North Brow ****** Re-Print $* * * * * * *$



 ＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊ Whee labrator North Brow 2600 Northwest． 48 th Str Pompano Beach，FL， 3307
Ph；954：－971－8701
Original
＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊
Ticket No： 230271
Date ：08／20／2013
Tine lit：
$08 / 20: 201306: 32: 38$
Time Out
08／20／2013 07：04：51
Customer：
WASTESERVI OESOFFLORIDAI
PO \＃
Carrier：
WSI BROWARD COUNTY A Pr
Vehicle Information：
Tat No： 100379
Truck No：
DEMO．TRUCK
Vol．
Cat


Item：•RESICOUNTY－RESID

＊＊＊＊＊摂 RePrint＊＊＊＊＊＊
 Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach FL， 3307
Ph：954－971－8701
OrIginal

Ticket No： 230236
Date：08／19／2013
Time ln：
$08 / 19 / 201321 ; 13: 44$
Time Out
08／19／2013 21：28：19
Customer：
WASTESERV I CESOFFLORIDAI PO求：




700
$\vdots \quad 10 \mathrm{~A}$
 Customer：
WASTESERVICESOFFLORIDAI
PO\＃： 08／19／2013 16：44：17
Timeout
08／19：20 is 17：05：18

 ＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊
Wheelabrator North Brow
2600 Northwest 48th Str
Pompano Beach FL， 3307
Ph $954-971-8701$
Original
＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊）




***** Re-Print ******* ************** Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) 581-6606
Original
*************************
Ticket No: 285971
Date:08/27/2013
TIme In:
08/27/2013 14:45:00
Time Out:
08/27/2013 14:57:14
Customer:
WASTESERVICESOFFLORIDAI
PO\#: PO\#:
Carrler:
WSI BROWARD WSI BROWARD
Vehicle Information:
Tas No: 100378
Truck No:
100378
Vol
$\begin{array}{lr}\text { Gross: } & 603001 \mathrm{l} \\ \text { Tare } & 348801 \mathrm{~b} \\ \text { Net } & 254201 \mathrm{~b} \\ \text { Tons : } & 12.71\end{array}$


Total Tax
Total $\$ 527,21$


## 613

*******Re-Print ${ }^{* * * * * * * * ~}$ *********************** Wheelabrator North Brow 2600 Nor thwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
************************
Tlcket No: 231753
Date:08/27/2013
Time $\ln$ :
08/27/2013 18:33:10
Tlme Out:
08/27/2013 18:54:17
Customer:
WASTESERVICESOFFLORIDAI
PO\#:



************************ 4400 State Road 7 Fort Lauderdale, FL, 33 Ph: (954) 581-6606 Original




Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33 Ph: (954) 581-6606
Original
************************
Ticket No: 285896
Date :08/27/2013
Time In:
08/27/2013 11:22:16
Time out:
08/27/2013 11:31:24
Customer: WASTESERVICESOFFLORIDA! PO\#:

| Carrier: |
| :--- |
| WEI fROWARD WWI fROWARD |
| Vehc ie Information: |
| Ias No: 100367 |
| Truck No: |
| 100067 |
| Vol |
| Cant |
| Gross: |
| Tare |
| Net |
| Tons : |


an

************************ Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale FL, 33
Ph: (954) 581-6606
Original
*************************
Ticket No: 285903
Date:08/27/2013
Time In:
08/27/2013 11:41:01
Time out:
08/27/2013 11:49:51
-
Customer:
WASTESERVIICESOFFLORIDA! PO\#:

Carrier:
WEI BROWARD WEI BROWARD Vehicle Information:
Tag No: 200698
Truck No:
200698
Vol :

| Gross: | 59000 ib |
| :--- | ---: |
| Tare | 39400 ib |
| Net | 19600 lb |
| Tons $:$ | 9.80 |


Item: RESICOUNTY-RESID

| Qty: | 9.80 |
| :--- | ---: |
| QOM: | Tons |
| Rate: | 41.48 |

Tax:

- \$406.50

Amt:
Origin;FORTLAUDERDALE

Total Tax
Total
$\$ 406.50$

 Tax: $\$ 307,37$



WASTESERVI CESOFFLORIDAI
PO A:

す! 9を:ZT عTOZ/LZ/80
08/27/2013 12:23:14 Original
***************************
Ticket No: 285922
Date :08/27/2013
Time In:
 Whee labrator South Brow
68Zレレ-\&t9 P!
11/19/2013 8:40 AM



364

Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original

Ticket No: 231932
Date:08/28/2013
Time In:
08/28/2013 16:49:36
Time Out:
08/28/2013 17:10:18
Customer:
WASTESERVICESOFFLORIDAI
POH:
PO\#:


08/28/2013 18:39:51
Customer:


PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information;
Tag No: 200698
Truck No:
Auto ID\#66701618


| Gross: | 63400 |
| :---: | :---: |
| Tare : | 39520 |
| Net : | 23880 |
| Tons : |  |

Item: RESICOUNTY-RESID

| Qty: |  |
| :--- | :--- |
| Uom: | $1 \frac{1}{\text { Tons }}$ |



Tax:
Amt
Origin:FORT LAUDERDALE

Total Tax






 $\begin{array}{lll}\text { inme } \\ \text { 08/28/2013 } & \text { 16:30:25 } \\ \text { Time out. } & \text { 16:39 } \\ \text { 08/28/2013 } & 16: 49: 12\end{array}$ ऽZ:0E:91 モโOZ/8z/80 *****************
Ticket No. 231927
Date:08/28/2013

2600 Nor thwest. 48th St
Pompano Beach
Ph
Ph $954-971-8701$
Original ********************
Wheelabrator North
2600 Nor thwest. 48 Str
Pompan Beach FL,
Ph: $954-971-8701$ **************************)

************************ Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 original

 Date:08/2
Time 1n: $08 / 28 / 201315: 57: 54$
Time out
08/28/2013 16:15:28

## Customer:

 PO\#:
 Wheelabrator North Brow 2600 Northvest 48th Str Pompano Beach FiL, 3307 Ph 954-971-8701 Orlginal
************************
Ticket No: 231933
Date:08/28/2013
Time 1 n :
08/28/2013 16:51:54
Time Out:
08/28/2013 17:00:45
Customer:
WASTESERUCESOFFLORIDA!
PO\#:
Carrier:
Carrier BROWARD COUNTY A Pr Vehtcle Information:
Tag No: 100367
Truck No:
Auto ID\#
Vol
Cnt



## 615 ZIGC



****** Re -Print $* * * * * *$ *********************** Whee labrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 231946
Date:08/28/2013
Time In:
08/28/2013 18:54:54
Time Out:
08/28/2013 19:15:30

## Customer: <br> WASTESERVICESOFFLORIDAI

 PO\#:
## Carrier:

WSI BROWARD COUNTY A Pr Vehicle Information:
Tags No: 100378
Truck No:
DEMO TRUCK
Vol
Cont

| Gross: |  |
| :--- | :--- |
| Tare |  |
| Net | $: \quad 35560 \mathrm{lb}$ |
|  |  |

Tons : 5.42

****** Ré-Print ****** *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 231937
Date:08/28/2013
Time ln:
08/28/2013 17:02
Time out:
08/28/2013 17:30
Customer:
WASTESERVI CESOFF:
PO\#:


| Gross: | 59640 ib |
| :--- | ---: |
| Tare | 35060 b |
| Net | 24580 b |
| Tons | 12.29 |




********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original
************************
Ticket No: 232105
Date:08/29/2013
Time In:
08/29/2013 15:44:56
Time Out:
08/29/2013 16:05;32
Customer
WASTESERVICESOFFLORIDAI
PO\#:
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehtcle Information:
Tag No: 91006
Truck No:
Auto $10 \# 66701677$
Vol $\quad \vdots$
Cnt

| Gross: | 545601 b |
| :--- | ---: |
| Tare : | 354601 b |
| Net | 191001 b |
| Tons : | 9.55 |


***** Re-Print $* * * * * *$ ************************ Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale FL, 33
Ph: (954) 581-6606
Original
*************************
Ticket No: 286210
Date:08/28/2013
Time In:
08/28/2013 13:58:02
Time out:
08/28/2013 14:05:51
Customer:
Customer:
PO\# :

| Carrier: <br> WSI BROWARD WSI BROWARD |  |
| :---: | :---: |
| venicle nformation: |  |
| Tag No | 100379 |
| Truck No |  |
| 100379 |  |
| Vol |  |
| Cnt |  |
| Gross : | 604 |
| Tare : | 35240 |
| Net : |  |
| Tons | 2 |


| Item; RESICOUNTY-RESID |  |
| :---: | :---: |
| oty: | 12.59 |
| vom: | Tons |
| Rate: | 41.48 |
| Jax: |  |
|  |  |
|  |  |
| maxaminet |  |
|  |  |
|  |  |

 Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) 581-6606
Original
************************
Ticket No: 286189
Date:08/28/2013
Time In:
08/28/2013 13:01:28
Time Out:
08/28/2013 13:12:28

## Customer: <br> WASTESERVIICESOFFLORIDAI PO\#:

## Carrier

WSI BROW̉ARD WSI BROWARD Vehicle Information:
Tas No: 100374
Truck No:
100374
Vol
Cnt
:

| Gross: | 53800 ib |
| :--- | ---: |
| Tare | 35740 lb |
| Net | 18060 lb |
| Tons | 9.03 |


Item: RESICOUNTY-RESID


Tax
Amt
n:FORTLAUDERDALE ${ }^{\$ 374,56}$

Total Tax
Total $\$ 374$ 5


$08 / 29 / 201317: 05: 56$




V*****************************


************************* Wheelabrator North Brow 2600 Northvest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Orizinal
*************************** Ticket No: 232109
Date:08/29/2013
Time In:
08/29/2013 15:59:09
Time Out:
08/29/2013 16:11:07
Customer:
WASTESERVESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 200698
Truck No:


Item: RESICOUNTY-RESID

| Oty: | 8.1 |
| :---: | :---: |
|  | $71 \begin{array}{r}\text { Tons } \\ 41.48\end{array}$ |
| Tax: |  |
| Amt: |  |
| M0= = |  |
| Total Tax |  |
| Tota | \$335.99 |

****** fe-Print $* * * * * *$ *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
***********************
Ticket No: 232110
Date:08/29/2013
Time In:
08/29/2013 16:04:41
Time Out:
08/29/2013 16:23:31

## Custömer: <br> WASTESERVICESOFFLORIDAI PO\#

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle information: Tas No: 100378
Truck No:

 Customer
WASTESERICESOFFLORIDAI
PO\#: 08/29/2013 16:18:31 9G: LG: SI \&IOZ/6Z/80
 *********************** IEuTsido


V*****************************


## ************************

 Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach FL, 3307Ph: 954~971-8701
Original

Ticket No: 232314
Date;08/30/2013
Time In:
08/30/2013 18:34:02
Time Out:
08/30/2013 18:50:07

## Customer: <br> WÁSTESERVI CESOFFLORIDAI PO\#:

WSI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 91006
Truck No:
Auto ID\#66701677


|  | ONTY-RESID |
| :---: | :---: |
| Qty: | 12.33 |
|  | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt | n.FORT LAUDERDALE |
|  |  |
| Total | Tax |
| Total | \$511.45 |




Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33 Ph: (954) 581-6606
Original

Ticket No: 286757
Date:08/30/2013
Time In:
08/30/2013 14:58:11
Time Out:
08/30/2013 15:18:23
Customer:
WASTESERVICESOFFLORIDAI PO节:
Carrler:
WSI BROWARD WS! BROWARD
Vehicle Information:
Tas No: 301145
Truck No:
301145



$$
\cdots \varphi 1
$$



 Wheelabrator South Brow 4400 State Road 7 4400 State Road 7 FL, 33
Fort Lauderdale, Ph. (954) ,581-6606 Original

Ticket No: 286759
Date:08/30/2013
Tlcket No: 286760
Date:08/30/2013
Time In:
08/30/2013 15:15:19
$\begin{array}{ll}\text { Time Out } \\ 08 / 30 / 2013 & 15: 29: 53\end{array}$
Customer:
WASTESERVICESOFFLORIDAI
POA:
Carrier:
WSI BRONARD WSI BROWARD Vehicle Information:
Tas No: 200699
Truck No:
200699
Cat :

| Gross: | 550001 lb |
| :--- | ---: |
| Tare | 394001 b |
| Net | 15600 lb |
| Tons : | 7.80 |


Item: RESICOUNTY-RESID


Amt:
$\$ 323.54$
Origin:FORTLAUDERDALE Total Tax
Total
$\$ 323.54$

Time In:
08/30/2013 15:10:24
Time Out
08/30/2013 15;21:28
Customer:
PO井:
Carrier:
WSI BROWARD WSI BROWARD
Vehicle Information:
Tas No: 100368
Truck No:
100368
Vol :


Item: RESICOUNTY-RESID

| Qty: | 10.70 |
| :--- | :--- |
| OON: | Tons |
| Rate: | 41.48 |

Tax
Ant: $\$$ A443.84
Origin;FORTLAUDERDALE

Total $\$ 443.84$

## 6152166



5616
Bid 643-11289


Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
************************
Ticket No: 232429
Date ; 08/31/2013
Time In:
08/31/2013 15:17:22
Time Out.
08/31/2013 15:40:55
Customer:
WASTESERV ICESOFFLORIDAI PO\#:
C. Carrier:

WSI BRONARD COUNTY A Pr Vehicle Information:
Tag No: 100374
Truck No:
Auto ID\#66701694
Vol
$\begin{array}{lr}\text { Gross: } & 51220 \mathrm{ib} \\ \text { Tare } & 35560 \mathrm{ib} \\ \text { Net } & 15660 \mathrm{Ib} \\ \text { Tons } & 7.83\end{array}$




Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701
Original

Ticket No: 232449
Date:08/31/2013
Time In:
08/31/2013 16:40:04
Time Out:
08/31/2013 16:48:38
Customer:
WASTESERVICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle lnformation:
Tas No: 200698
Truck No:
Auto ID\#66701618




 ************************ Pompano Beach FL, 3307
Ph: $954-971-8701$
Original.




＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊ Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL， 3307 Ph．954－971－8701 original

Ticket No： 232442
Date：08／31／2013
Time In：
08／31／2013 16：17：36
Time Out
08／31／2013 16：25：40
Customer：
WASTISERVICESOFFLORIDAI
PO\＃： PO\＃：
Carrier：
WS I BROWARD COUNTY A Pr Vehicle Information：
Tags No： 100379
Truck No：
DEMO TRUCK
Vol ：

| Gross： | 51860 Db |
| :--- | ---: |
| Tare | 3500 bl |
| Net | 16560 lb |
| Tons | 8.28 |


Item：RESICOUNTY－RESID


Total

## ＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊

Whee labrator North Brow
2600 Northwest 48 th Str
Pompano Beach FL， 3307
Ph：954－971－8701
Original
＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊＊
Ticket No ： 232430
Date：08／31／2013．
Time $\ln$ ：
08／31／2013 15：19：56
Time Out：
08／31／2013 15：38：18
Custom
Customer：
WASTESERVICESOFFLORIDAI
PO\＃：
Carrier：
WSI BROWARD COUNTY A Pr Vehicle Information：
Tag No： 100366
Truck No：
Auto ID\＃

| Vol $\quad \vdots$ |
| :--- |
| Cot |
|  |


| Gross： | 53520 lb |
| :--- | ---: |
| Tare | 361601 b |
| Net | 173601 b |
| Tons ： | 8.68 |




 CuStomer
WASTESERVICESOFFLORIDAI
PO\＃：

08／31／2013 15：29：04 Time in：
08／31／2013 15：10：18
Time Out



## Treeck 100367 Rowte '6:2 <br> 08-14-2013



Wheelabrator North Brow 2600 Northvest 48 th Str Pompano Beach, FL, 3307 Ph: 954-971-8701

## Original

************************
Ticket No: 230234
Date:08/19/2013
Time in:
08/19/2013 19:46:33
Time out:
08/19/2013 20:01:06
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tas No: 100374
Truck No:
Auto ID\#

$\begin{array}{lr}\text { Gross: } & 615401 \mathrm{~b} \\ \text { Tare } & 35201 \mathrm{~b} \\ \text { Net } & 261201 \mathrm{lb} \\ \text { Tons } & 13.06\end{array}$

Item: RESICOUNTY-RESID
Qty: Uom: $\quad 13,06$
Rate: 41.48
Amit: ${ }^{\text {Tax }}$ \$541.73
Origin:FORT LAUDERDALE
Total Tax
Total
$\$ 541.73$

## 

Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701
Original

Ticket No: 230207
Date:08/19/2013
08/ime $19 / 2013$ 16:44:18
Time out:
08/19/2013 17:03:06
Customer: WASTESERVICESOFFLORIDAI
PO\#:

| Carrier: BROWARD COUNTY A Pr Vehtcle Information: |  |
| :---: | :---: |
| Tas No: 91006 |  |
| Auto 1D\#66701677 |  |
|  |  |
| Vol |  |
| Cnt |  |
| Gross: | 61060 1b |
| Tare : | 35700 ib |
| Net | 25360, 12.68 |
| Tons |  |
|  |  |
| Item: Resicount 12.68 |  |
| UoM: 41.48 |  |
| Tax: |  |
| Orligin:FORT LAUDERDALE |  |
|  |  |
| Total Tax Total |  |
|  | \$525.97 |



 Ticket No: 230093
Date:08/19/2013


Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 $\mathrm{Ph}_{1}$ 954-971-8701
ginal
***********************
Ticket No: 230470
Date:08/20/2013
Time In:
08/20/2013 19:20:44
Time Out
08/20/2013 19:49:28
Customer:-
WASTESERVI $C E S O F F L O R I D A I$
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
vehicle Information:
Tag No: 100374
Truck No:
Voll 1 DH



| Otem: | RESICOUNTY-RESID |
| :--- | ---: |
| Oty: | 8.16 |
| Rate: | Tons |
| Tax: | 41.48 |

Amt:
$\$ 338.48$
Total Tax
Total
$\$ 338.48$

Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Original
************************** Ticket No: 230536 Date:08/21/2013 Time ln:
08/21/2013 07:17:00 Time Out:
08/21/2013 07:29:30
Customer:
WASTESERVICESOFFLORIDAI
PO\#:

| Carrier: |
| :--- |
| WSl BROWRD COUNTY A Pr |
| Vehicle Information: |
| Tas No: 91006-100371 |
| Truck No: |
| Auto ID\#6701677 |
| Vol |
| Cnt |
| Gross: |
| Tare : |
| Net |
| Tons : |


****** Re-Print ******* *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701 Original
************************
Ticket No: 230477
Date:08/20/2013
Time in:
08/20/2013 20:09:52
Time Out
08/20/2013 20:24:04
Customer:
WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tag No: 100370
Truck No:

| AUTO ID\# |  |
| :--- | :--- |
| Vol |  |
| Cnt |  |
| Gross: |  |
| Tare | 39060 |
| Net | 35880 |
| Tons | 13180 |
|  |  |
|  |  |


| $\begin{aligned} & =\mathrm{n}=\mathrm{E}= \\ & \text { Item: } \end{aligned}$ | RES I COUNTY-RESID |
| :---: | :---: |
| Oty: | 6.59 |
| Uom: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: | \$273 |
| Origi | n:FORT LAUDERDALE |
| =7= | Tax |
| Tota! | Tax |
| Total | \$273.35 |




Wheelabrator South Brow lyon State Road 7 FL, 33
Fh: (954) 581-6606
original
*k**********************
Tichet No: 284447
Date:08/20/2013
Time In:
08:20/2013 13:05:47
Time out
08/20/2013 13:14:29
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier
WSI BROWARD WSI BROWARD
Vehicle Information:
Tag No: 91006
Truck No:
91006
Vol
Cnt :

| Gross: | $50880 \mathrm{1b}$ |
| :--- | ---: |
| Tare | 3540 |
| Net | 15240 |
| Tons | 7.62 |



## 

 WSI BROWARD WS I BROWARD
 PO\#: WASTESERVI ICESOFFLORIDAI 08/20/2013 12:41:59 08/20/2013 12:28:06 Time lif:
08/20/2013 12:28:06

 Ph (954)
Original
581-6506
 *************************** 3

Wineelabrator South Brow 4400 State Road 7
Fort Lauderdale, il., 33
Ph: (954) 581-6606
Original
*************************
Ticket No: 284433
Date:08/20/2013
Time In:
08/20/2013 12:34:13
Time Out:
08/20/2013 12:46:13

## Customer: <br> WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WSI BROMAtID WS I BROWARD
Vehicle Information:
Tag No: 100374
Truck 's:
1003:
Vol
Cnt

| Gross: | 162001 b |
| :--- | ---: |
| Tare | 356201 b |
| Net | 105801 b |
| Tons : | 5.29 |


Tax:
Amt:
$\$ 219.43$
Origin:FORTLAUDERDALE
mananaza
Total Tax
Total $\quad$ = $\quad \$ 219.43$


## 11362.

**********************
Wheelabrator South Brow
4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) $281-6606$
Orisinal
*************************
Ticket No: 284480
Date:08/20/2013
Time ln:
08/20;2013 14:31:53
Time Out:
08/20/20j3 14:43:00
Custoiber:
WASTI: IFFUICESOF! LORIDAI
PO\#:
Carrictr:
WSI GUGARD WSI BROWARD
Vehiel laformation:
Tag Ne: 301145
Trisi is No
301145
Vol:
$\begin{array}{lrr}\text { Gross: } & 25740 & 1 \mathrm{~b} \\ \text { Tare } & 23860 & 1 \mathrm{~b} \\ \text { Net } & 18801 \mathrm{~b} \\ \text { Tons }: & 0.94\end{array}$

Item: RESICOUNTY-RESID
$\begin{array}{lr}\text { Qty: } & 0,94 \\ \text { UOM: } & \text { Tons } \\ \text { Rate: } & 41.48\end{array}$
Tax:
Amt: $\begin{aligned} & \text { Origin:FORTLAUDERDALE }\end{aligned}$

Total Tax
Total
$\$ 38.99$


V***********************
Wheelabrator South Brow
4400 State Road 7 FL, 33 Ph (954) 581-6606 Original
*************************
Ticket No: 284439
Date:08/20/2013
Time In:
08/20/2013 12:52:16
TIme Out:
08/20/2013 13:01:21
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD WSI BROWARD
WSI BROWARD WSI BROWA
Vehicle Information:
Tas No: 100368
Truck No:
100368
Vol :
Cnt :

| Gross: | 51240 |
| :--- | ---: |
| Tare | 35 |
| Net | 3560 |
| Tons | 15480 |
|  | $1 b$ |
|  | 7.74 |



## 613

******* Re-Print ******* ************************* Whee labrator North Brow 2600 Northwest $48 t h$ Str Pompano Beach FL, 3307 Ph: 954-
Original
 Ticket No: 230679 Date;08/21/2013 T1me In: 08/21/2013 15:45:47
Tlue Out: 08/21/2013 15:59:00

## Customer: <br> WASTESERVIICESOFFLORIDAI PO\#:

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 100378


DEMO TRUCK


| Gross: | 57180 ib |
| :--- | ---: |
| Tare | 34720 ib |
| Net | 224601 b |
| Tons | 11.23 |

##  <br> 



7世0


WSI BROWARD COUNTY A Pr
Vehicle Information:
Tas No. 100

 Pompano Beach, FL, 3307
Ph: $954-971-8701$
Orisinal
 ****

\#3621

Wheel abrator North Brow
2600 Northwest 48.th Str
Pompano Beach FL, 3307
Ph: 954-971-8701
Original

Ticket No: 230750
Date:08/22/2013
Time In:
08/22/2013 06:16:08
Time out:
08/22/2013 06:34:49
Customer:
WASTESERVICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 301145
Truck No:
tuto ID\#
Vol
Cnt

| Gross | 29440 ib |
| :--- | ---: |
| Tare | 23820 b |
| Net | 5620 b |
| Tons | 2.81 |





City of Fort Lauderdale
$6 / 5 \geq 166$
********************** Wheelabrator. South Brow 4400 State Road 7
Fort Lauderdale FL, 33
Ph: (954) 581-6606


100374
*********************** Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach, FL, 3307 Ph: 954-971-8701
Original
****************************
Ticket No: 230752
Date;08/22/2013
Time in:
08/22/2013 06:21:33
TIme Out:
08/22/2013 06:33:20

## Customer: <br> WASTESERVICESOFFLORIDAI

 PO\#:
## Carrier:

WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 100374
Truck No:
Auto ID\#
Vol:

| Gross: | 56440 ib |
| :--- | ---: |
| Tare | 35940 ib |
| Net | 20500 lb |
| Tons | 10.25 |


$\begin{array}{lr}\text { item: RESICOUNTY-RESID } \\ \text { Qty: } & 10.25 \\ \text { Tom: } & \text { Tons }\end{array}$
Rate: 41.48
Tax:
$\$ 425.17$
Amt
Origin; FORT LAUDERDALE
Total Tax
Total
$\$ 425.17$



 08/21/2013 12:35:07






Cityof 2 orgauderdale

## 648

**********************
Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) 581-6606
Original
*************************
Ticket No: 284750
Date:08/21/2013
Time In:

WASTESERVICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD WSI BROWARD
Vehicle Information:
Tas No: 200703
Truck No:
200703
Vol
Cnt
Gross:
Tare
Net
Tons :


Wheelabrator South Brow 4400 State Road 7
Fort Lauderdale, FL, 33
Ph: (954) 581-6606
Original
*************************
Ticket No: 284672
Date:08/21/2013
Time ln:
08/21/2013 13:28:28
Time Out:
08/21/2013 13:37:45
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD WSI BROWARD
Vehicle Information:
Tag No: 200703
Truck No:
200703
Vol :
$\begin{array}{lr}\text { Gross: } & 63340 \text { Ib } \\ \text { Tare : } & 39380 \mathrm{Ib} \\ \text { Net } & 239601 \mathrm{~b} \\ \text { Tons : } & 11.98\end{array}$


 !
WASTESERVICESOFFLOR IDAI
PO\#: Customer: 08/21/2013 12:32:40 $\begin{array}{ll}\text { Oime Out } & 12: 19: 30\end{array}$ aul auT1
 *********************小*** Ph ( 954 ) 581-660F:
Original ***********************
Wheelabrator South Brow
4400 State Road 7
Fort Lauderdale. FL, 33
Ph. 954 .


Wheelabrator North Brow 2600 Northwest 48 th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
************** $k$ ******** Ticket No: $230: 37$
Date:08/22/2013
Time In:
08/22/2013 17:24:56
Time out.
08/28\%2013 17:41:48
-rx--------------
Customer:
WASTESERVIICESOFFLORIDAI
PO\#:

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle Information
Tags No: -100610037 Truck ${ }^{\text {No }}$
Auto ID \#66701677
Vol
Cont

| Gross: | 53740 lb |
| :--- | ---: |
| Tare | 3580 ib |
| Met | 18260 lb |
| Tons | 9.13 |


Item: RESICOUNTY-RESID




******* Re-Frint ******* *****来 $* * * * * * * * * * * * * * * * * * *$ Wheelabrator North Brow 2600 Northwest $48 t h$ Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original

Ticket No: 230751
Date:08/22/2013
Time In:
08/22/2013 06:21:12
Time Out:
08/22/2013 06:30:36
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information: This No: 100379
ae nt No:

| Vend |  |
| :--- | :--- |
| Vol |  |
| Cit |  |
| Gross: |  |
| Tare |  |
| Net | 47400 lb |
| Tons : | 34560 lb |
|  | 128401 lb |
|  | 6.42 |


Item; RESICOUNTY-RESID


Rate:
41.48

Ant:
$\$ 266.30$
Origin:FORT LAUDERDALE

Total Tax
Total $\$ 266,30$

********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701
original
*************************
Ticket No: 230940
Date:08/22/2013
Time In;
08/22/2013 17:47:42
Time Out.
08/22/2013 18:01:53
Customer:
WASTESERVICESOFFLORIDAI PO
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tags No: 100367
Truck No:
Auto ID\#
Vol :
$\begin{array}{lr}\text { Gross: } & 53440 \mathrm{ib} \\ \text { Tare } & 35860 \mathrm{lb} \\ \text { Net } & 17580 \mathrm{Ib}\end{array}$
Tons : $\quad 8.79$



## $* * * * * * * * * * * * * * * * * * * * * ~$

Whee labratior North Brow 2600 Nor thwest 48 th Str Pompano Beach FL, 3307 Ph: y- $971-8701$
Original

Ticket No: 230701
Date :08/21/2013
Time In.
08/21/2013 17:37:12
Time Out
08/21/2013 18:10:43
Cush omer:
h. TESERVICESOFFLORIDAI
ru\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tags No: 100367
Truck No:
Auto 1 DH
Vol
Cont

| Gross: | 58460 ib |
| :--- | :--- |
| Tare | 38001 l |
| Net | 203800 |
| Tons |  |
|  | 10.19 |


Item: RESICOUNTY-RESID



$\mathbf{V}^{2} * * * * * * * * * * * * * * * * * * * * * * *$
Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307. Ph: 954-971-8701 original
**************************
Ticket Mo 230946
Date:08/22/2013
Time In:
08/22/2013 19:41:52
Time Out:
08/22/2013 20:55:45
Customer,
WASTESERVICESOFFLORIDAI
PO H:

## Carrier:

WSI BROWARD COUNTY A Pr Vehicle Information: Tag No: 100369
Truck No:
Auto ID\#
Vol :

| Gross: | $53040 \mathrm{1b}$ |
| :--- | ---: |
| Tare | $35200 \mathrm{1b}$ |
| Net | 178401 b |
| Tons | 8.92 |



 Pompano Beach, FL, 3307
Ph $954-971-8701$ Wheelabrator North Brow
2600 Northwest $48 t h ~ S t r$ ************************* ******* Re-Print ********


## 648



City of Fort'Lauderdâle $6 / 5 \geq 166$
 Wheelabrator South Brow 4400 State Road 7 Fort Lauderdale FL, 33 Ph: (954) 581-6606 Original

Tlcket No: 284891
Date:08/22/2013
Time in:
08/22/2013 12:37:46
TIme Out
08/22/2013 12:47:59
Customer:
WASTESERVICESOFFLORIDAI
PO\#:

| Carrier: |
| :--- |
| WSi Bioward WSI BROWARD |
| Vehicle Information: |
| Tas No: 200698 |
| Truck No: |
| 200698 |
| Vol |
| Cnt |
| Gross: |
| Tare |
| Net |
| Tons : |




## *

33****** Re-Print *******
 Whee labrator South Brow 4400 State Road 7 Fort Lauderdale,FL, 33 Ph: (954) 581-6606

## Original

***************************
Ticket No: 284659
Date:08/21/2013
Time In.
08/21/2013 12:34:39
Time Out:
08/21/2013 12:54:19
Customer:
WASTESERVICESOFFLORIDAI PO\#:



****** Re-Print ****** ************************ Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
original
************************
Ticket No: 228149
Date:08/07/2013
Time In:
08/07/2013 18:12:40
Time out:
08/07/2013 18:21:32

## Customer: <br> WASTESERVICESOFFLORIDAI

PO\#:

| Carrier: |
| :--- |
| WSI BROWARD COUNTY A Pr |
| Vehicle Information; |
| Tag. No: 91006 |
| Truck No |
| Auto ID\# |
| Vol 6701677 |
| Ont |
| Gross; |
| Tare |
| Net |
| Tons |




618
****** Re-Print ******* ************************ Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
original
*************************
Ticket No: 229150
Date:08/14/2013
Time in:
08/14/2013 06:54:49
Time Out
08/14/2013 07:05:53
Customer:
WASTESERVICESOFFLORIDAI PO H:

Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tag No: 100379
Truck No:
DEMO TRUCK
Vol :

| Gross | 47740 lb |
| :--- | ---: |
| Tare | $35120 \mathrm{1b}$ |
| Net | 12620 lb |
| Tons | 6.31 |


Item: RESICOUNTY-RESID




1
IVAI Y07aroscol aygsaisvi 08/20/2013 16:49:05 Time Out: $16: 49: 05$ oZ: $\varepsilon$ :gI عโOZ/OZ/80 Ticket No: 284518
Date: $08 / 20 / 2013$


 $\geqslant$

## 613



*******RemPrint *冰水***
 Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original
*************************
Ticket No: 230482
Date:08/20/2013
Time In:
08/20/2013 21:23:14
TIme Out:
08/20/2013 21:32:26

## Customer <br> WASTESERVICESOFFLORIDAI PO\#:

Carrier:
WS I BROWARD COUNTY A Pr
Vehicle Information:
Tas No: 100367
Truck No:
AUTO IDH
Vol :

| Gross: | 45160 lb |
| :---: | :---: |
| Tare: | $355801 b$ |
| Net : | 9580 1b |
| Tons | . 4.79 |



## $08 / 23113$




$6 \% 8$
****** Re-Print ****** ************************ Wheelabrator North Brow 2600 Northvest 48th Str Pompano Beach FL, 3307
Ph; 954-971-8701
Original
*************************
Tlcket No: 231141
Date:08/23/2013
Time In:
08/23/2013 19:00:09
Time Out:
08/23/2013 19:07:03
Customer:
WASTESERVI CESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle lnformation:
Tas No: 100379
Truck No:

************************ Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-971-8701 Original
***************************
Ticket No: 231138
Date:08/23/2013
Time In:
08/23/2013 18:53:18
Iime 0ut:
08/23/2013 18:59:21
Customer:
WASTESERVICESOFFLORIDAI
PO\#\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information: Tag No: 200699
Truck No:
Auto ID\#76801807
Vo1
Cnt.

| Gross: | 57280 lb |
| :--- | ---: |
| Tare | $39480 \mathrm{1b}$ |
| Net | 17800 lb |
| Tons : | 8.90 |


| Item: | RESICOUNTY-RESID |
| :---: | :---: |
| Qty: | 8.90 |
| UOM: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Amt: $\$ 3$ |  |
| Origin;FORT LAUDERDALE |  |
| Total | Tax |
| Total | \$369.17 |



********************** Wheelabrator South Brow 4400 State Road 7 Fort Lauderdale FL; 33 Ph: (954) 581-6606 Original
************************
Ticket No: 285160
Date:08/23/2013
Time In:
08/23/2013 15:09:52
Time out
08/23/2013 15:21:05
Customer:
WASTESERVI CESOFFLORIDAI
PO:
PO\#:
Carrier:
US BROWARD WEI BROWARD
Vehicle Information:
Tag No: 100377
Truck No:
100377
Vol :

| Gross: | 512801 b |
| :--- | :--- |
| Tare | 361001 b |
| Net | 151801 b |
| Tons |  |



Silty of Fort Lauderdale
****** Re-Print $\boldsymbol{* * * * * * ~}$ *********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Original
************************
Ticket No: 231168
Date:08/24/2013
Time $\ln$ :
08/24/2013 06:48:38
Time Out:
08/24/2013 06:59:05
Customer:
WASTESERVICESOFFLORIDAI
PO\#:


********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701
Original
************************
Ticket No: 231035
Date:08/23/2013
Time In:
08/23/2013 11:24:18
Time Out:
08/23/2013 11:39:21
Customer:
WASTESERVI CESOFFLORIDAI PO\#:

Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 91006
Truck No:
Auto 1D H 66701677
Vol :

| Gross: | 454801 p |
| :--- | ---: |
| Tare: | 356601 b |
| Net | 98201 b |
| Tons | 4.91 |


Item: RESICOUNTY-RESID



 DEMO TRUG
Vol :
Ont :---

08/23/2013 19:49:18
08/23/2013 19:27:14
 or $18 * * * * * * * * * * * * * * * * * * * * * * *$

 ************************ ****** Re-Print $* * * * * * *$

.$i$

 Wheelabrator South Brow 4400 State Road 7 Fort Lauderdale FL, 33
Ph: (954) 581-6606
orisinal

TIcket No: 285098
Date:08/23/2013
Time In:
08/23/2013 12:18:21
Time Out:
08/23/2013 12:26:18

## Customer: WASTESERVICESOFFLORIDAI PO\#:

Carrier:
Carrier : BROWARD WSI BROWARD
Vehicle Information:
Tas No: 100367
Truck No:
100367
Vol

| Cnt |  |
| :--- | ---: |
| Gross: | 479001 lb |
| Tare | 35820 |
| Net | 12080 |
| Tons | 6.04 |



Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307
Ph: 954-971-8701
Original

Ticket $\mathrm{No}^{2} 231102$
Date:08/23/2013
Tíme ln:
08/23/2013 15:06:23
Time Out:
08/23/2013 15:45:13


City of Fort Lauderdale

City of Fort Lauderdale

 ****** ************ North Brow 2600 Northwest 48th Str Pompano Beach FL, 3307 Ph: 954-9
 Ticket No: 23:1277
Date:08/24/2013
Time In
08/24/2013 16:52:38
Time Out: $17: 11: 12$
Customer in
PO\#:

| Carrier: |
| :--- |
| WSI BROWARD COUNTY A Pr |
| Vehicle Information: |
| Tag No: 100378 |
| Truck No: |
| DEMO TRUCK |
| Vol |
| Cnt |
| Gross: |
| Tare |
| Net |
| Tons : |


****** Re-Print ******* ************************ Whee labrator North Brow 2600 Northwest 48 th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Original
*************************
Ticket No: 231269
Date;08/24/2013
Time In:
08/24/2013 15:52:42
Time Out
08\%24/2013 16:06:30
Customer:
WASTESERVICESOFFLORIDAI PO前:
Carrier:
WSI BROMARD COUNTY A Pr Vehicle Information:
Tag No: 100374
Truck No:
AUTO IDH


Item: RESICOUNTY-RESID

| Qty: | 4.38 |
| :---: | :---: |
| UOM: | Tons |
| Rate: | 41.48 |
| Tax: |  |
| Ant: $\quad \$ 181.68$ |  |
| Origin;FORT LAUDERDALE |  |
| Total |  |
| Total | \$181.68 |


*********************** Wheelabrator North Brow 2600 Nor thvest 48th Str Pompano Beach, FL, 3307 Ph: 954-971-8701 Original
*****家 $* * * * * * * * * * * * * * * * * * * * *$
Ticket No: 231272
Date:08/24/2013
Time ln:
08/24/2013 16:08:24
Tlime Out:
08/24/2013 16:34:48

Customer:
:WASTESERVICESOFFLORIDAI PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 100369
Truck No:
Auto ID\#
Vol
Cnt :

| Gross: | 51120 ib |
| :--- | ---: |
| Tare | 35240 ib |
| Net | 15880 ib |
| Tons | 7.94 |


Item: RESICOUNTY-RESID

| Qty: | 7.94 |
| :---: | :---: |
| UOM: | Ton |
| Rate: | 41.48 |
| Tax: |  |
| Amt: | $\frac{35}{E}$ |
|  |  |
| Total |  |
| Total | \$329.35 |

********************** Wheelabrator North Brow 2600 Northwest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
************************ Tlcket No: 231280
Date:08/24/2013
Time In:
08/24/2013 17:10:50
Time Out.
08/24/2013 17:26:02
Customer:
WASTESERVI CESOFFLORIDAI PO\#:


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Wheelabrator North Brow 2600 Northvest 48th Str Pompano Beach, FL, 3307
Ph: 954-971-8701
Original
***********************
Ticket No: 231268
Date:08/24/2013
Time In:
08/24/2013 15:49:58
Time Out:
08/24/2013 16:03:17
Customer:
WASTESERVICESOFFLORIDAI PO :
Carrier.
WSI BROWARD COUNTY A Pr Vehicle Information:
Tas No: 100367
Truck No:
Auto ID\#
Vol
Cnt

| Gross: | 53760 Ib |
| :--- | ---: |
| Tare | 35620 |
| Net | 18140 |
| Tons | 9.07 |


*******Re-Print $\boldsymbol{*} * * * * *$ Wheelabrator North Brow 2500 Northwest 48 th Str Pompano Beach FL, 3307 Ph:.954-971-8701
Original
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Ticket No: 231455
Date:08/26/2013
Time In:
08/26/2013 13:44:55
Time Out:
08/26/2013 13:57:02
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr Vehicle Information;
Tag No: 301147
Truck No:
AUTO ID\#
Vol :



** CONFIGURATION **

- Revision: vo ${ }^{2} 100$
- CHKS/CRC : (F52F) 4327h
- S/N yy/ww-ssss
- Pre Heating :
on
****** Re-Print ******* *********************** Wheelabrator North Brow 2600 Northwest 48th $\operatorname{str}$ Pompano Beach FLL, 3307
Ph 954-971-8701
orlginal
************************
Ticket No: 231545
Date:08/26/2013
Time In :
08/26/2013 19:31:55
Time Out
08/26/2013 19:49:30
Customer:
WASTESERVICESOFFLORIDAI
PO\#:
Carrier:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tas NO: 100378

| Truck No: |  |
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| DEMO TRUCK |  |
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| Gross: |  |
| Tare |  |
| Net | $361601 b$ |
| Tons | 34700 |
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## ****** Re-Print ****** *********************** Whee labrator North Brow 2600 Northwest 48 th $\operatorname{Str}$ Pompano Beach FL, 3307 Ph: 954-971-8701 <br> Original <br> *********************** <br> Ticket No: 231538 <br> Date:08/26/2013 <br> Time In: <br> 08/26/2013 19:02:55 <br> Time Out: <br> 08/26/2013 19:10:14 <br> Customer. <br> WASTESERVICESOFFLORIDAI PO\#:

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Tas No: 100379
Truck No:
DEMO TRUCK
Vol :

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| Tare | 35140 |
| Net | 1 b |
| Tons | 11700 lb |
|  | 5.85 |



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Time In:
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Time Out
08/26/2013 15:42:21
08/26/2013 15:42:21
Customer:
WASTESERVIICESOFFLORIDAI
PO\#:
Carrler:
WSI BROWARD COUNTY A Pr
Vehicle Information:
Tag No: 100368
Truck No:


Item: RESICOUNTY-RESID
Qty:
13.15

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Amt: $\$ 545: 46$
Origin:FORT LAUDERDALE

Total Tax
Total $\$ 545.46$

City of Fort Lauderdale
68Zレレ－とt9 P！



 Customer Name Ticket Date Payment Type Manuel Ticket\# Route
Manifest\# Destination Pㅁ\#
Wheelabrator North Browand Ine 2600 Northwest 48th Street


Product




## **********************

 Wheelabrator South Brow 4400 State Road 7 Fort Lauderdale, FL, 33Ph: (954) 581-6606
Original
************************
Ticket No: 285988
Date:08/27/2013
Time In:
08/27/2013 15:15:36
Time out:
08/27/2013 15:39:29
Customer:
WASTESERVIICESOFFLORIDAI PO\#:
Carrier: BROWARD WSI BROWARD Vehicle Information:
Tag No: S 31145
Truck No: $:$


Item: RESICOUNTY-RESID
Oty:
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Tax

- $\$ 45.21$

Amt:
OrİIn;FORTLAUDERDALE

Total Tax
Total
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 ************************* Phiginal 971-8701




648
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Ph : 954-971-8701
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Date:08/27/2013
Time In:
08/27/2013 18:41:23
Time Out
Customer:
WASTESERVICESOFFLORIDAI
POU:
Carrier:
WSI BROW̉ARD COUNTY A Pr
Vehicle Information:
Tay No: 100379
Truck No:
DEMO TRUCK
Vol
Cnt
-1

| Gross | 5020 ib |
| :--- | ---: |
| Tare |  |
| Net | 3180 ib |
| Tons | 15040 lb |
|  | 7.52 |


Item: RESICOUNTY-RESID

| Qty: | 7.52 |
| :---: | :---: |
| Som: | Tons |
| Rate: | 41.48 |
| ax: |  |
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 p. 154


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 regulated hazardous waste (RHW) as defined by the United States Environmental Protection Agency (EPA); Broward Connty Department of Natural Resource
-Protection (DNRP); or by the Florida Departunent of Environmental Protection (DEP); any radioactive materials or P.C.B., medical waste, batteries or any waste generated from the treatment of hazardous waste ol' chemical substance. I agree to remove any 9 gi-allowable waste I bring into this facility and pay all costs for

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[^0]11/19/2013 8:40 AM









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I certify that the waste delivered to this facility on date above docs not contnin any regulated hazardous waste (RHW) as defined by the United States Environmental
Protection Agency (EPA): Broward County Department of Natural Resource Protection (DNRP); or by the Florida Department of Environmental Protection (DEP); any radioactive materials or P.C.B., medical waste, bateries or any waste generated from the treatment of hazardous waste or chemical substance. I agree to removal and disposal of such wastes.
11/19/2013 8:40 AM

A necyctutg cumpuny ver varg" All of South Florida8id $643-11289$
$w w w$. southernwastesystems.com Page
 I certify that the waste delivered to this facility on date above does not contain any regulated hazardous waste (RHW) as defined by the United States Environmenta Protection (DNRP); or by the Florida Department of Environmental Protection (DEP); any radioactive materials or P.C.B., medical waste, batteries or any waste generated from the treatment of hazardous waste or chemical substance. I agzee to
remove any non-allowable waste I bring into this facility and pay all costs for removal and disposal of such wastes.
 SYSTEM


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Vehicle ID:
Trailer/Lic\#:
Contract:


1815 S Powerline Rd
Phone: 954-428-4190 - Fax: 954-428-5695.
EL99000-95...\#7sn
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11/19/2013 8:40 AM

I certify that the waste delivered to this facility on date above does not contain any
regulated hazardous waste (RHW) as defined by the United States Environmental
Protection Agency (EPA); Broward County Department of Natural Resource (DEP); any radioactive naterials or P.C.B., medical waste, batteries or any waste generated from the treatment of hazardous waste or chemical substance. I agree to remove any non-allowable waste I bring into this facility and pay all costs for




A Recycling Company Serving
All of South Florida ${ }^{\text {Bid } 643.11289}$
www.southernwastesystems.com
8/09/13
6:56 AM
5:56 AM
Inbound

City of Fort Lauderdale


Deerfield 33442
Phone: 954-428-4190• Fax: 954-428-5695
Cust\# $56-0005673$
WSI MIAMI
3840 NW 37TA CT
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Comment:
Gross Wgt Tare Wgt Net Wgt
47240 LB M $39440 \mathrm{LB} T \mathrm{~F} \quad 7800 \mathrm{LB}$
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11/19/2013 8:40 AM





$x$ Total 314.82
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Protection (DNRP); or by the Florida Department of Environmental Protection (DEP); any radioactive materials or P.C.B., medical waste, batteries or any waste generated from the treatment of hazardous waste or chemical substance. I agree to remove any non mallowable waste $l$ bring into this facility and pay all costs for removal and disposal of such wastes.
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| SYSTEMCityzquEptitagderdale <br> www.southernwastesystems.com |
| :---: |
| I certify that the waste delivered to this facility on date above does not contain any regulated hazardous waste (RHW) as defined by the United States Environmental Protection Agency (EPA); Broward County Department of Natural Resource Protection (DNRP); or by the Florida Department of Environmental Protection (DEP); any radioactive materials or P.C.B., medical waste, batteries or any waste generated from the treatment of hazardous waste or chemical substance. I agree to remove any non-allowable waste I bring into this facility and pay all costs for removal and disposal of such wastes. |




I certity that the waste delivered to this facility on date above does not contain any
regulated hazardous waste (RIIW) as defined by the United States Environmental
Protection Agency (EPA); Broward County Department of Natural Resource
Protection (DNRP); or by the Florida Departuent of Envirommental Protection
(DEP): any radioctive materials or P.C.B, medical waste, batteries or any waste
generated from the treament of hazardous waste or chemical substance. I agrce to
remove any non-ailowable waste I bring into this facility and pay all costs for
removal and disposal of such wastes.
11/19/2013 8:40 AM





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Total

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### 106.92

106.92
 regulated hazardous waste (RHW) as defined by the United States Environmental
Protection Agency (EPA); Broward County Department of Natural Resource

Protection Agency (EPA); Broward County Department of Natural Resource
Protection (DNRP); or by the Florida Department of Envirommental Protectio
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generated friom the treatment of hazardous waste or chemical substance. I agree to
remove any non-allowable waste i bring into this facility and pay all costs for
removal and disposal of such wastes.保

11/19/2013 8:40 AM






SERYGE ADDRESS: 100 NANDREWS AVE (FORT LAUDERDALE, FL)






hectute


SERVICE ADPRESS: 100 NANDREWS AVE (FORT LAUDERDALE, ML)







CITY OF FORT LAUDEADALE ATTN: FINANCE DEPARTMENT 100 N ANDREWS AVE GTH FLOOR FORT LAUDERDALE, FL 33301

AMOUNT YOU ARE PAVMG


## ADDENDUM NO. 2

## ITB 643-11289 <br> SOLID WASTE COLLECTION SERVICES

ISSUED October 3, 2013

1. This addendum is being issued to make the following change:
a. Add list of Bidder questions and City responses in BidSync.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company
Name: $\qquad$
(please print)
Bidder's
Signature: $\qquad$
Date: $\qquad$

## Question and Answers for Bid \#643-11289 - Solid Waste Collection Services

## OVERALL BID QUESTIONS

## Question 1

What is the participation rate of the yard waste customers?
What is the average tons per load of the yard waste loads delivered to Sun Bergeron?
What are the current number of collection routes operated by Choice on both Garbage and Yard Waste?
Is the Unit price considered the annual price per unit?
Are the Payment and Performance Bond one in the same?
How much has the current contractor spent on broken or damaged carts over the term of the agreement?
What is the price for garbage and yard waste per month per unit?
How many homes per day per route does the current contractor collect? (Submitted: Sep 17, 2013 4:16:24 PM EDT) Answer

- 1. Unknown

2. Varies based on truck used.
3. Unknown.
$4 . N o$.
4. No.
5. Unknown.
6. Unknown.
7. Unknown. (Answered: Sep 24, 2013 3:57:51 PM EDT)

## Question 2

How many ties per week/ month does the current contractor collect? (Submitted: Sep 17, 2013 4:16:58 PM EDT) Answer

- Twice weekly garbage, once weekly yard waste (Answered. Sep 24, 2013 3:57:51 PM EDT)

Question 3
Service Test period? This seems unusual in that if awarded a contractor will invest several hundreds of thousands of dollars in trucks and manpower. Funding for this equiptment cannot be secured if subject to a test period. Can this be amended to remove this? (Submitted: Sep 17, 2013 4:19:12 PM EDT)
Answer

- No (Answered: Sep 24, 2013 3:57:51 PM EDT)


## Question 4

On page 2 of the Bid document under the Item Response form the vendor is asked to submit a unit price. I am unclear as to the definition of the unit price, Would you please clarify? (Submitted: Sep 18, 2013 2:52:41 PM EDT)
Answer

- Bid Item 1 Example for garbage twice weekly collection: monthly-price $=\$ 2.00 \times 37,088$ units $=\$ 74,176$ per month bid price.
Bid Item 2 Example for yard waste once weekly collection: monthly price $=\$ 1.00 \times 37,088$ units $=\$ 37,088$ per month bid price. (Answeredi Sep 24, 2013 3:57:51 PM EDT)


## Question 5

On page 11 of the bid document Item 25 , is asking for a payment and performance bond in the amount of $\$ 5,000,000.00$. Does this mean a Performance Bond of $5,000.000 .00$ and a payment Bond of $\$ 5,000,000.00$ are both required? (Submitted: Sep 18, 2013 2:57:02 PM EDT)
Answer

- Yes (Answered: Sep 24, 2013 3:57:51 PM EDT)


## Question 6

What is the current rate the City is paying for the current service of $2 x$ week Cart Garbage collection and $1 x$ weekly Yard Waste Cart Collection? (Submitted; Sep 19, 2013 8:24:17 AM EDT) Answer

- Contract 682-9843-\$7.74/unit for combined garbage and yard waste (City pays disposal).

Contract 692-10119 - $\$ 6.74 /$ unit for solid waste (City pays disposal), $\$ 3.15 /$ unit for yard waste (contractor pays
disposal). (Answered: Sep 24, 2013 3:57:51 PM EDT)
Question 7
Does the Hauler or the City bill the residential and commercial customers? (Submittedis Sep 19, 2013 8:25:30 AM EDT) Answer

- The City (Answered: Sep 24, 2013 3:57:52 PM EDT)


## Question 8

Can any commercial account that currently has dumpster service (metal front load container), change their service to cart service?
I there a linit to the number of carts a commercial location can have?
Page 13, section 2.04 carts- Is the contractor responsible for to replace any carts that are lost due to hurricane?
Page 15 , section 2.06 pick up pollcy- Will the city consider any day changes that are submitted by the contractor, In an effort to improve service and efficiency?
Can you supply how many routes the current vendor is operating in the city for the residential solid waste?
Can you supply how many routes the current vendor is operating in the city for the residential yard waste collection? What are the current rates for residential solld waste collection?
What are the current rates for residential yard waste collection?
What is the franchise fee on the current residential collection contract? (Submitted Sep 19, 2013 2;52:55 PM EDT)
Answer

- 1. No.

2. NO.
3. No.
4. Yes.
5. No.
6. No,
7. See responses to Question 6 .
8. See responses to Question 6 .
9. Currently not collected (Answered: Sep 24, 2013 3:57:52 PM EDT)

## Question 9

Who pays for the disposal on the free service to the city faclities? (Submitted: Sep 19, 2013 3:04:11 PM EDT) Answer

- City provided loads are segregated. (Answeredi Sep 24, 2013 3:57:51 PM EDT)


## Question 10

Does the city supply the recycling containers to be used at the city facilities?
Does the city supply the frontload dumpsters to be used at the city facilities? (Submitted: Sep 19, 2013 3:29:06 PM EDT) Answer

- No, City provides carts. Contractor provides FEL as required, (Answered: Sep 24, 2013 3:57:52 PM EDT)


## Question 11

Page 5 , Section 05 - Eligbility; Would the city consider changing the ellgblity requirment listed under the first bullet point to require the bidding entity to specifically have a minimum of five (5) years of experience in the "residential" solid waste collection business? (Submitted: Sep 20, 2013 12:58:16 PM EDT)
Answer

- No. (Answered: Sep 24, 2013 3:57:52 PM EDT)


## Question 12

Page 8, Section 19 - No Exclusive Contract/Additional Services
What type of "additional Items or services of a similar nature" does the City contemplate requiring from the Contractor as
listed in the second paragraph of this section? (Submitted: Sep 20, 2013 1:04:52 PM EDT)
Answer

- This is intended to allow the City to keep up with changes in the industry and needs that may develop during the term of this contract. This could Include adding additional materials for curbside collection, amending the method of collection (cart service vs, another container) and other such considerations. (Answeredi Sep 25, 2013 4:12:23 PM EDT)
Question 13
Page 10, Section 24 - Bid Surety
Would the City consider changing the requirement of having a bid security in the amount of five (5) percent of the total arinual bid amount to be a "minimum" of five (5) percent of the total annual bid amount? (Submitted: Sep 20, 2013

1:13:07 PM EDT)
Answer

- No. (Answered: Sep 24, 2013 3:57:52 PM EDT)


## Question 14

Page 11, Section 25 - Payment and Performance Bond
The amount of payment and performance bond is excessive given that it will be over the current annual cost billed to the City including franchise fees, Would the City considering reducing the amount of the payment and performance bond?
(Submitted: Sep 20, 2013 1:17:12 PM EDT)
Answer

- No. (Answered Sep 24, 2013 3:57:52 PM EDT)


## Question 15

Page 13, Section 2.04 - Carts
How would the Contractor know if the containers are missing as it relates to the requirment found in the third paragraph of this section? Please clarify. (Submitted: Sep 20, 2013 1:21:55 PM EDT)
Answer

- This would simply be the Contractor informing the City if a resident consistently falls to use a cart when placing materials to the curb (bagged trash at curb, yard waste bagged at curb). (Answered: Sep 25, 2013 4:12:23 PM EDT)
Question 16
Page 15, Section 2.06 Pick-Up Policy
As $t$ pertains to the first bullet point in this section, does the City intend not to have the same truck at the same time collecting garbage and yard waste or can the same truck at different times collect garbage and then yard waste separately? Please clarify. (Submittedr Sep 20, 2013 1:26:39 PM EDT)


## Answer

- The same truck may be used provided the loads are not commingled and are disposed of separately.
(Answered: Sep 24, 2013 3:57:52 PM EDT)


## Question 17

Page 15, Section 2.06
How would drivers know if yard waste is clean of other waste as it pertains to the requrement in builet point 7 of this section? Please clarify, (Submittedi Sep 20, 2013 1:28:46 PM EDT)

## Answer

- The current procedure is the drivers do a visual inspection of the cart prior to loading (If being collected in a semi-automated or manual truck) or as the cait is being emptied to dentify the yard waste collected is free from contamination. (Answeredi Sep 25, 2013 4:12:23 PM EDT)


## Question 18

Page 16, Section 2.08 Special Pick-Up/Community Service
Who is paying for disposal for this type of additional service?
Please define code compliance purpose as this definition can be rather broad. (Submitted: Sep 20, 2013 1:31:34 PM EDT)
Answer

- City pays disposal (Answeredi Sep 24, 2013 3:57:52 PM EDT)


## Question 19

Page 16, Section 2:09 City Faclity Trash and Recycling Services
Would the City consider striking the words recycling service as this bld is not for recycling services?
Can the clty please define the service that is to be provided at all Clty facilties to be ordinary services rather than extraordinary service. For example, providing non-compaction containers and servicing a Clty facility that is being teared down would be an extraordinary service not required to be performed by the Contractor: (Submitted: Sep 20, 2013
1:38:17 PM EDT)
Answer

- 1. No.

2. This would exclude construction and demolition materials (Answered: Sep 24, 2013 3:57:52 PM EDT)

## Question 20

Page 17, Section 2.12 Disposal
Would the City consider placing a mileage limitation if the Contractor is redirected to a different disposal location than the
ones that are currently provided and listed in this section? (Submitted Sep 20, 2013 1:40:28 PM EDT)
Answer

- No. (Answered: Sep 24; 2013 3:57:51 PM EDT)


## Question 21

Page 20, Section 2.16 Equipment
What percentage of the fleet would a Contractor be required to have as an alternative fuel vehile as it relates to the seventh paragraph in this section? (Submitted: Sep 20, 2013 1:43:48 PM EDT)
Answer

- $100 \%$ of fleet (Answeredt Sep 24; 2013 3:57:51 PM EDT)

Question 22
Who pays for the gratis containers in the bid, both for commerclal front load containers and for the totters? (Submitted: Sep 23, 2013 6:56:15 PM EDT)
Answer

- Question unclear; please restate (Answered: Sep 24, 2013 3:57:51 PM EDT)


## Question 23

Who pays for the gratis containers in the bid, both for commercial front load containers and for the totters? (Submitted) Sep 23, 2013 6:56:22 PM EDT)
Answer

- This is a duplicate Question (Answered: Sep 24, 2013 3:57:51 PM EDT)

Question 24
Can you provide all individual disposal tickets for the August (2013) for all garbage collected and individual disposal tickets for all Yard waste collected? If not, should this be aseperate public records request? (Submittedi Sep 25, 2013 10:19:19 AM EDT)
Answer

- This information wil be posted in BldSync. (Answered Sep 25, 2013 4:12:23 PM EDT)


## Question 25

In this current bid will the city pay disposal for both garbage and yard waste? (Submittedi Sep 25, 2013 3:11:32 PM EDT)
Answer

- Refer to ITB Section 2.12 - Disposal (Answered: Sep 25, 2013 4:12:23 PM EDT)

Question 26
Page 16, Section 2.08 Special Pick-Up/Community Service
Would the City, please define code compliance purpose as this definition can be rather broad? Question was not previously answered. (Submitted: Sep 26, 2013 9:40:22 AM EDT)

## Answer

- Section 2.08 speaks to the potential need for a cart to be serviced outside of a normal collection day The thems placed In the cart must be acceptable items (trasti or yard waste) and would be expected to be serviced by the Contractor upon City request. Code compliance may request this service in assisting a non-compllant homeowner while correcting a violation notice, working with another department within the City to address a spedic clean-up issue (itter clean-up for example) or to address overflow that may occur that requires attention prior to the next service day. (Answered: Sep 26, 2013 10:46:11 AM EDT)


## Question 27

Do you pay the current hauler monthly using a PCard? If so, will thls continue in the new Contract term? (Submitted: Sep 26; 2013 9:55:49 AM EDT)
Answer

- The current hauler is not pald by p-card.

For the payment method specified for this TTB refer to PART 1 INFORMATION SPECIAL CONDITIONS SECTION 18 INVOICES/PAYMENT and Section 12 Payment of the Franchise Agreement. (Answered: Sep 26, 2013 10:46:11 AM EDT)

## Question 28

In reference to the previous answer to Question 6 which states:

Question 6
What is the current rate the City is paying for the current service of 2 x week Cart Garbage collection and 1 x weekly Yard Waste Cart Collection? - Sep 19, 2013 8:24:17 AM EDT
Answer - Sep 24, 2013 3:57:51 PM EDT
Contract 682-9843 - \$7,74/unit for combined garbage and yard waste (Clty pays disposal).
Contract 692-10119-\$6.74/unit for solid waste (Clty pays disposal), $\$ 3.15 /$ unit for yard waste (contractor pays disposal),
Upon review of the two contracts listed above, there is a large discrepancy in the number of carts listed in the two existing
contracts compared to the Current Bid 643-11289 cart count.
Contract $682-9843$ request service rates for 23,261 carts
Contract 682-119 request service rates for 27,537 carts
Total Number of Carts 50,798 carts
Current Bid 643-11289 request service rates 37,088 Carts
Cart Count Difference is 13,710 Carts
Will the City verify the exact cart count and explain the difference in the cart count from the previous contracts (Contract 682-9843 and 692-10119) compared to the existing bid? (Submitted. Sep 26, 2013 12:46:38 PM EDT)

## Answer

- 1. Currently billing for 23,261 UNITS (not carts)

2. Currently biling for 14,137 UNITS (not carts) Bear in mind that the units for yard waste and garbage collection are accounted for separately under this contract. The 13,400 YARD WASTE UNITS are included in the Sold Waste Units.
3. Total number of UNITS 37,398 (not carts). Current Bid is for 37,088 UNITS as per the May 2013 Utilty Billing. (Answered: Oct 1, 2013 11:17:38 AM EDT)

## Question 29

Should franchise fees of $23 \%$ be added to the unit price quotes on page 2 of the bld? (Submitted: Sep 26,2013 12:51:01 PMEDT)
Answer

- Bidders should consider all expenses (Including franchise fees) in their calculations used to arrive at their proposed UNIT RATE, The Clty Franchise Fee should be viewed as an expected cost and incorporated into that UNH RATE. Any lnvolcing recelved by the Cly from the awarded Contractor must NOT include Franchise Fees as a line Item. The City will calculate the Franchise Fees owed and payable by the Contractor as $23 \%$ of the total involce amount billed to the Clyy. (Answered Oct 1, 2013 11:17:338 AM EDT)


## Question 30

In Bid Section Part I- Item 18 states on page 8 that the contractor shall remit franchise fees to the City no later than the 20th of the month. At the pre-bid meeting, bidders were instructed not to include franchise fees in their unit price quotes. If haulers are responsible for paying the City franchise fees, how will the hauler be compensated for remitting franchise fee to the City if the hauler does not include franchise fees in the unit rate quotes? (Submitted: Sep 26, 2013 1:04:18 PM EDT) Answer

- See response to Question 29 (Answered: Oct 1, 2013 11:17:38 AM EDT)


## Question 31

How much has the City charged the Current hauler for cart damages in the past 12 months? (Submitted: Sep 26, 2013 1:13:43 PM EDT)
Answer

- The City has not charged the hauler (Answeredt Oct 1, 2013 11:17:38 AM EDT)


## Question 32

Section 2.09 - City Facility \& Recycling Services
Who pays for contalners, both for frontload dumpsters and for the wheeled carts as it relates to this section? (Submitted: Sep 26, 2013 5:40:17 PM EDT)
Answer

- Contractor supplles FEL dumpsters, City supplies carts. (Answeredz Oct 1, 2013 11:17:38 AM EDT)


## Question 33

Section 2.09 - City Faclity \& Recycing Services
Who pays for containers, both for frontload dumpsters and for the wheeled carts as it relates to this section? (Submitted:
Sep 26, 2013 5:40:25 PM EDT)
Answer

- See response to Question 32 (Answered: Oct 1,2013 11:17:38 AM EDT)


## Question 34

In the Pre-bid meeting it was mentioned that the haulers could pick up a copy of large trash maps. Who can we contact to get the larger maps?? (Submitted: Sep 27, 2013 9:13:39 AM EDT)
Answer

## - Refer to ITB PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES,Section 2.03 (Answered: Oct 1, 2013 11:17:38 AM EDT)

## Question 35

Does the current rate of $\$ 7.74$ Include a franchise fee? If so, what is the percentage? (Submitted: Sep 27, 2013 11:20:01 AM EDT)
Answer

- No, current contract rate does not include a franchise fee. (Answered Oct 1, 2013 11:17:38 AM EDT)

Question 36
In reference to Addendum 1 section 1.b. "Bidder shall disclose any "claims" settled or pending ......"
Does ?claims? mean lawsuits or fines or both? (Submitted: Sep 30, 2013 9:51:32 AM EDT)
Answer

- Only litigation (Answereds Oct 1, 2013 11:17:38 AM EDT)


## Question 37

Can we gen a copy of the July and August 2013 Invoice from the City to Choice/ Progressive for services relating to their current contract? (Submitteds Oct 1, 2013 11:40:07 AM EDT)
Answer

- Your question appears incorrect. The City does not invoice Choice/Progressive. Assuming your question is meant to ask for a copy of the July and the August involces the Clty recelved from Chaice/Progressive for both current contracts, a copy has been added to the TTB documents. (Answered: Oct 1, 2013 3:04:29 PM EDT)


## Question 38

Is the City's private collector licensee required prior to contract commencement, l.e. $2 / 1 / 14$ or bid due date? (Submitted; Oct 1, 2013 5:01:41 PM EDT)
Answer

- Prior to contract commencement. (Answered Oct 2, 2013 1:27:21 PM EDT)


## Question 39

Please provide the historical amount of tires that have been collected in each of the last 36 months? Where are the tires currently taken for disposal?
What is the estimated number of yard waste carts in service?
Is automated waste collection preferred by the CIty?
Is yard waste collection currently performed by semi-automated trucks?
What has been the historical contamination rate In which the contractor has had to pay the City in the last 5 years?
(Submitted: Oct 1, 2013 5:08:00 PM EDT)
Answer

- 1. We do not have that data avaliable.

2. It is collected as part of bulk and taken to Waste Management.
3. This is unknown-we assume 1 cart per unit or 37,088 carts.
4. The City has provided carts to all residents, automated collection is preferred, but not required,
5. Automated and semi-automated trucks
6. Once, $\$ 484.82$ was charged for a contaminated load on $10 / 3 / 2012$. This was from 2009 to July 2013.
(Answered: Oct 2, 2013 1:27:21 PM EDT)

## Question 40

1. Page. 6- 513 Contract Perlod.

Would the city consider changing the last sentence of the first paragraph to read as follows:
The City reserves the ight to extend the contract for two (2), additional five (5) year terms, providing all terms conditions
and specifications remain the same, both parties agree to the extension "in writing", and such extension is approved by the City.
2. Page 7-\$ 16 ? Contract Coordinator

States part of the job description as ?resolve any disputes,? could the City please define if this is limited to only disputes between residents/customers in the City and Contractor?
3. Page. $8-518$ ? Invoices/Payment

Last sentence of first paragraph reads as follows:
?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?
Would the Clty conslder paying the Contractor for services rendered and then using the liquidated damages provisions to take care of any tems that aren? t done per the contract requirements? (Submitted: oct 2, 2013 1:17:59 PM EDT)

## Answer

- 1. The current City extension process is written.

2. Yes
3. No the City will not consider it (Answered Oct 3, 2013 3:36:27 PM EDT)

## Question 41

1. Page 8-521-Insurance

Would the City consider making the following changes in the 1st sentence of the 2 nd paragraph to replace "modification": with "material change?"
2. Pg. $10-\S 22$ - Subcontractors

Would the City consider making the following changes in the 2 ind sentence of 2 nd paragraph to read:
Contractor shall be fully responsible for all of Contractor?s subcontractors? performance, and liable for any of Contractor?s. subcontractors? non-performance and all of Contractor?s subcontractors? "negligent or willful" acts and omissions?
3. Page $10-522$ - Subcontractors

Would the City consider making the following changes in the 3rd sentence of 2nd paragraph to make counsel subject to
City?s "reasonable" approval or disapproval? (Submitted Oct 2, 2013 1:36:47 PM EDT)
Answer

- 1.Yes

2 No the City will not consider it
3. No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

## Question 42

1. Page. $11-527$ - Damage to Public or Private Property

Would the City consider making the following changes to this section to read as follows:
"Reasonable" care shall be taken to safeguard all existing faclities, site amenities, irrigation systems, vehleles, etc. on or around the job site. Danage to publlc and/or private property "caused by a negigent or wilful act or omisslon of the Contractor" shall be the responsibility of the Contractor and shall be repalred and/or replaced at no additional cost to the Clity?
2. Page 11-528-Safety

Would the City consider striking this section as it does not appear to applicable to the services contemplated in the bid? (Submitted: Oct 2, 2013 1:55:22 PM EDT)
Answer

- 1. No the City will not consider it

2. No the City will not consider It (Answered: Oct 3, 2013 3:36:27 PM EDT)

## Question 43

3. Page 36 - §5.08 - Indemilty/Hold Harmless Agreement

Would the City consider changing this section to read as follows:
"To the extent covered by applicable insurance, the Contractor" agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and lts officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, "that is caused by a negligent or wilful act or omission by the Contractor while performing" the work agreed to under the terms of the agreement that arises from to thise bidding process; "provided, however, Contractor?s indemnification obligation shall not extend to and Contractor shall not be llable for any losses, penaltes, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees that is caused by a negligent or willful act or omission of the City, including without limiting the foregoing, any and all such claims, sults, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged volations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court." Without limiting the: foregoing, any and all such claims, sults, 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? (Submitted; Oct 2, 2013 1:55:34 PM EDT) Answer

- No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

Question 44

1. Page. $37-\S 5.18-$ Patents and Royalties

Would the City consider making the following changes to read as follows:
To the extent covered by applicable insurance, tThe Contractor," shall indemnify and save harmiess the Clty and its employees from liablity 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 provided by Contractor" for use in the performance of the contract, including its use by the City. If the Contractor "provides for" use any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way mivolved in the work?
2. Page. 37 - 55.19 Assignment

Would the City consider making the following changes to read as follows:
Contractor shall not transfer or assign the performance required by this TTB 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, "provided, however, the Contractor may assign the contract awarded pursuant to this ITB to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor?s assets (whether by operation of law, merger, consolidation or otherwise) without the written consent of the City? (Submitted: Oct 2, 2013 2:15:05 PM EDT)
Answer

- 1. No the City will not consider it

2. No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

## Question 45

Page, 48 - Section 5 (D) - City Manager of Fort Lauderdale -
Will the City consider making the following changes to read as follows:
To prevent misunderstanding and litigation, the City Manager or his designated representative, shall "work together with the Provider" "to resolve" questions which may arise concerning the quality and acceptability of the work and services performed; the sufficiency of performance, the interpretation of the provisions of this Agreement; and the acceptable fuffilment of the Agreement on the part of the Provider; the "partles will work together to ensure" the amount, quantity, character and quality of the work performed is reasonably satisfactory?
2. Page. 48 - Section 5 (G) - Disagreements -

Would the City consider making the following changes to read as follows:
It is recognized that disagreements may arise between the City and the Provider with regard to the collection of certain Items due to interpretation of the specffc language of the Agreement. In the event a disagreement arises "the parties agree to work together in good faith to come to a resolution over the disagreement?" (Submitted: Oct 2, 2013 2:35:13 PM EDT)
Answer

- 1. No the City will not consider It

2. No the City will not consider it (Answered! Oct 3, 2013 3:36:27 PM EDT)

## Question 46

Page 54-Section 13 (B) - Liability Insurance -
Will the City consider making the following chages to read as follows:
The Provider shall purchase and maintain such comprehensive general llabillty and other insurance as well provide protection from ciaims set forth below which "are caused by a negilgent or wilful act or omission of the "provider in its" performance of the work and the Provider?s other obligations under this Agreement, whether such performance is by the Provider, by any subcontractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable?
2. Page 56 - Section $14(A)$ - Disclaimer of Lability -

Would the City consider making the following changes to read as follows:
The City shall not at any time, be llable for injury or damage occurring to any person or property from any cause, whatsoever, "to the extent it is caused by a negligent or willful act or omission" of the Provider?s in its fuffiliment of this Agreement? (Submitted: Oct 2, 2013 2:51:47 PM EDT)

## Answer

- 1. No the Clity will not consider It

2. No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

## Question 47

1. Pages 57-59-Section 15-Environmental?

Will the City consider striking this section?
2. Page 63 - Section 20 Unacceptable Waste -

Will the City consider striking this section? (Submilted: oct 2, 2013 2:55:12 PM EDT)
Answer

- 1. No the City will not consider it

2. No the City will not consider it (Answered Oct 3, 2013 3;36:27 PM EDT)

## Question 48

Page 63 - Section 20 - Compliance with Laws and Regulations
Will the City Conisider making the following changes to read as follows:
The Provider hereby agrees to abide with all applicable Federal, State, County and City laws and regulations including those falling under the National Pollutant Discharg Elimination System (NPDES), "To the extent covered by applicable insurance, tThe Provider" and his surety shall indemnify and save harmess the Cliy ${ }_{y}$ all of its officers, representatives, agents and employees against any claim or liability "on caused by a" vilation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employee or his subcontractor, This clause shall apply not only during the term of this Agreement, but also as to any claim, llability or damages which are based on the Provider's conduct during the terms of this Agreement?
2. Page 65 - Section 24 - Legal Fees

In the event suit is filed in a court arising out of this Agreement, the prevaling party, "shall be entited to recover" all "of its reasonable" costs incurred in connection with said case "(including reasonably attorneys? fees and courts costs) from the non-prevailing party?
3. Page 65 -Section 25 - Limitation of Llability.

Will the City consider striking this section? (Submitted: Oct 2, 2013 4:43:45 PM EDT)
Answer

- 1. No the City will not consider it

2. No the city will not consider it
3. No the City will not consider it (Answeredi Oct 3, 2013 3:36:27 PM EDT)

## Question 49

1. Page 67 - Section 31 - Patent Fees and Royalties:

Will the City consider making the following changes to read as follows:
The Provider shall pay all license fees and royalties and assume all costs incident to the or "on" any invention, design, process, product or device which is the subject of patent rights or copyrights held by others "that is provided and used by the Provider in the performance of the work?"
2. Page 68 - Section 33 - Taxes and Franchise Fees -

Will the City consider adding the following to the end of the sectiont
"City shall be responsible for billing, collecting and remitting/paying any and all sales, use, or services taxes assessed or payable in connection with the services billed by the City?"
3. Page 68 - Section 36 (B) - Miscellaneous Provisions

Will the City consider making the following changes to read as follows:
The Provider shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person or firm; "provided, however, Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Provider or to any person or entity succeeding to all or substantially all of the Provider?s assets (whether by operation of law, merger, consolidation, or otherwise), Violations of the terms of this Paragraph shall constitute a material breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider which shall Immediately cease and terminate? (Submitted: Oct 2, 2013 4:54:50 PM EDT)
Answer

- 1. No the City will not consider It

2. No the City will not consider it
3. No the City will nat consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

## Question 50

Will the Clty extend the due date for the bid? (Submittedi Oct 2, 2013 4:55:24 PM EDT)
Answer

- No the City will not be extending the bid due date (Answered: Oct 3, 2013 3:36:27 PM EDT)


## Question 51

1. The bid bond required to be returned in the bid package ls currently supposed to be EXACTLY $5 \%$ of the bid amount: Let me tell you why this is difficult: All companies go out to sureties to get the bid bonds, a process that takes a couple of days. If a company is not done with their pricing, which is the most complicated, collaborative, and critical part of the bid submittal, until a day before it is due, it could very well end up that the bld bond already recelved is not EXACTLY $5 \%$ of the bid to be submilted and there may not be time to get a replacement. This would be a potential event of disqualification. To avoid this scenario, it is suggested that you change the requirement to be a MINIMUM of $5 \%$ on the face of the bid bond. This way the City is absolutely still protected and the bidders have a little leeway in last minute calculations and adjustments. I have seen the disquallfication fight before in other jurisdictions and this is an easy fix that keeps the City whole. (Submitted: Oct 3, 2013 9:34:24 AM EDT)
Answer

- Adequate time has been provided for bidders to respond to this ITB and meet bid bond requirements. It is expected that all responding bidders meet this requirement with a minimum $5 \%$ bid bond. (Answered Oct 3, 2013 9:57:12 AM EDT)


## Question 52

2. The recently released answers require a $\$ 5,000,000$ performance bond be posted by the winning company. As you know, the service today is approximately $\$ 3,500,000$ per year, under this pricing, the performance bond would be well in excess of over a year of costs to the City, this is simply too much and drives the cost to the city up. The Clty would be well protected with a performance bond that was equal to one year of service. Let me llustrate how this drives up the cost. Using today's numbers, over a 5 year contract, the company would have to potentially bond in excess of $\$ 7,500,000$ more than necessary. If a performance bond costs $2 \%$ of face value, that means, the company has to figure in $\$ 150,000$ in additional cost structure for this Item alone and that gets figured into the rate quoted to you when the proformas are calculated. Given that one year of performance bond should be plenty and the effect it will have on the residential calculations, I would think that the city would be willing to require only a year, whatever that calculation comes out to be when the contracts are ultimately signed. (Submitted: Oct 3, 2013 9:34:57 AM EDT)

## Answer-

- Performance bonds are issued to provide the City security in the event the Contractor fails to perform the scope of work under this ITB or goes out of business and allows the City a mechanism to recoup costs related to performing the work, replacing the Contractor and/or potentially correcting defective work the performance bond requirement remains as it is in the $\mathrm{ITB}_{\text {. This }}$ is an expense that all bidders will be incorporating into their UNIT PRICE calculations. (Answered: Oct 3, 2013 9:57:12 AM EDT)


## Question 53

3. The recently released answers require a separate and distinct $\$ 5,000,000$ PAYMENT bond to be posted by the winning bidder, to say the least this is over-overkil. Assuming at the current aninual contract rate the amount of $23 \%$ franchise fees collected would be perhaps $\$ 800,000$, this means that each and every year an EXTRA $\$ 4,200,000$ must be bonded Using the example formula in \#2 above, this could potentlally mean that an EXTRA $\$ 420,000$ in bonding expense must be figured in when calculating the monthly rate to the residents. You and 1 both know that If a company is not paying their franchise fees, you would seek to have them tossed after 90 days of non payment. Any new hauler you brought in would have to pick up paying when they started the service. The most I could ever imagine you would ever be out if you had a defaulting hauler might be as high as 6 months, maybe. The suggestion that the city accept a payment bond for a year of franchise fees, calculated at the time the contracts are stgned, is more than reasonable, fiscally responsible, and may yleld you a better price because superfluous costs are not baked in. Add this to the amount of excess cost in \#2 and its seems like it is adding too much expense for not a lot of return to the City, my suggestions would be more than adequate to keep you whole. (Submitted: Oct 3, 2013 9:35:19 AM EDT)

## Answer

- Payment bonds are lissued to provide security in the event a cantractor falls to pay lts workers, subcontractors or suppliers. They are typlcally paired with a performance bond. Due to the scope of the work outlined in this TTB, the payment bond requirement remains as is in the ITB. (Answered: Oct 3, 2013 9:57:12 AM EDT)
Question 54

4. With respect to the minimum qualifications I believe you are leaving the City at risk to potentially be forced to accept a non-qualified proposer, who, because they don't have the right experience, have no idea how to price the service, provide a lowball offer that you must accept because of your criteria. Imagine a case where they qualify in every qualification category, but because this one is so wide open, you have to take them on. There are plenty of companies that are solid waste haulers who have never done a day's worth of residential routing or pick up. They may not have automated experience, no customer service training for their employees, no nelghborhood routing experience. PLEASE SEE DEFINIIION OF SOLID WASTE BELOW FROM FLORIDA ADMINISTRATIVE CODE, ${ }^{\text {I }}$ I strongly belleve that the proposer should be required to have automated residential MUNICIPAL solld waste and yard waste experience. This will still leave many companies able to bld, but will limit it to those with experience in the service you currently provide and at a professionalism level you want to provide, You do not want someone learning the trade on the backs of your/our City. The way it is written, you could have the most financlally stable sludge hauler who wants to try their hand at residential MSW pick up, provide the best price and otherwise qualify, even though they have never done it before. Food for thought.
(Submitted: Oct 3, 2013 9:35:51 AM EDT)
Answer

- The eligibility requirements include the Bidder submitting an acceptable business operating plan, access to equipment and vehicles, and demonstration that it can successfully collect garbage and yard waste in areas with similar climates and routes as are present in South Florida. The Bidder must also provide sufficient and satisfactory references as evidence. Additionally, the Clty reserves the right to impose a "Service Test Period" (See ITB PartISection 15) to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. (Answered: Oct 3, 2013 9:57:12 AM EDT)


## Question and Answers for Bid \#643-11289 - Solid Waste Collection Services

## OVERALL BID QUESTIONS

## Question 1

What is the participation rate of the Yard waste customers?
What is the average tons per load of the yard waste loads delivered to Sun Bergeron?
What are the current number of collection routes operated by Choice on both Garbage and Yard Waste?
Is the Unit price considered the annual price per unit?
Are the Payment and Pefformance Bond one in the same?
How much has the current contractor spent on broken or damaged caits over the tern of the agreement?
What is the price for garbage and yard waste per month per unit?
How many homes per day per route does the current contractor collect? (Submitted, Sep 17, 2013416124 pM EDT)

## Answer

1, Unknown
2. Varies based on truck used
3. Unknown.
4. No.
5. No.
6. Unknown.

7 Unknown.
8. Unknown. (Answered; Sep 24, 20133.5751 PM EDT)

## Question 2



## Answer



## Question 3

Servce Test period? This seemsunusual in that if avarded a contractor will hvest severol hundreds of thousands of dollars in trucks and manpower. Funding for this equiptment cannot be secured if subject to a test petiod Can this be amended to renove this? (Submitted Sep 172013411912 PM EDT)

## Answer

No (Answered: Sep 24, 2013315754 PM EDT)

## Question 4

On pagez 20 the Bid docunent underthe tem Response torn the vendo is asked to subnita unt price lan Lndear as to the defintion of the hit price. Would you please olaity (sumitted. Sep 18,2013242 24 PMEDT)

## Answer


 (Answered: Sep 24 , 20133057751 PM EDT)

## Question 5

On page 11 of the bid document item 25. is asking for a payment and peiformance bond in the amount of $\$ 5,000,000,00$. Does this mean Peformance Bond of 5,000,00000 and a payment Bond of $\$ 500000000$ are both required (Submitted Sep 18, 2013 2:57:02 PM EDT)

## Answer

## Yes (Answered Sep $24,20133.57211$ PM EDT)

## Question 6


Cat Collection? (Submited Sep 19,20138 2 24,11 AM EDT)
Answer


(Answered Sep 24, 2013 315751 PMM EDT)

## Question 7

Does the Hauler or the City bill the residential and commercial custoners? (Submitted: Sep 19, 2013882530 AM EDT)

## Answer

The Clty (Answered, Sep 24, 20133157152 pM EDT)

## question 8

Can any commerclasacoount that cutenty has dimpster service (netal font load contaner) change their service to cait service?
There a lint to the number of carts a cominercial 10 cation can have?
Page 13. section 2 04 earts is the contractor responsible for to replace any catsthatiare lost due to huricane?
Page 15 sect ion 206 pick up policy Will the city consider any day changes that are subnitted dy the comtractor in an effotito improve setvice and effichey?
Can you supply how many foutes the current ventor spperating th the city for the fesidential solit waste?

What are the curcht retes for residential solidwaste collection?
What are the current rates fot reshdent at yardwaste collection?
What is the franchise free on the current residential collection contract (submitted sep 10201325255 PMEDT)

## Answer

4, No.
3. NO.

3NO
4. Yes:
5. No:

6 No
7. See responses to Question6.
8. See inesponses to Question 6
9. Curently hot collected (Answered Sep 24, 20133157:52 pM EDT)

## Question 9

Who pays for the disposal on the free service to the city faclities? (Submitted Sep 19, $2013 \mathbf{3 : 0 4 : 1 1}$ PM EDT)

## Answer

City provided loads are segregated. (Answered Sep 24, 2013 3:57:51 PM EDT)

## Question 10

Does the city supply the recycling containers to be used at the city facilities?
Does the city supply the frontload dumpsters to be ised at the city facilites? (Submitted Sep 19, 2013 329.06 pM EDT)
Answer
No City provides cats Contractor povides FE as requred. (Answered Sep 24,2043 3 57852 PM EDT)

## Question 11

Page 5, section 05 . Eligbility. Would the city consider changing the eligbility requiment isted under the first bullet point to require the bidding entity to specifically have a minimun of five (5) years of experience in the "residential" solid waste collection business? (Submitted: Sep 20, 2013 12:58:16 PM EDT)

## Answer

## No. (Answered: Sep 24, 20133:57:52 PM EDT)

## Question 12

Pajé 8, section 19 . No Exclusive Contract/Additionat Services
What type of adationotitems on services of a similak nature does the city contemplate requimg from the con ractor as listed in the secend paragraph of this section? (Subnitted: Sep 20, 2013 104452 PM EDT)

## Answer

This is intended to alow the City to keep up With thanges h the industry ard needs that hay develod durio the term of this contract. This couldindude ading additional matertals for cuibside collection, amending the method of collection (catt service vs


## Question 13

## Page 10, Section 24 . Bid Surrety

Would the City consider changing the requlrement of having a bid security in the amount of five ( 5 ) percent of the total annual bid amount to be a "minimum" of five (5) percent of the total annual bid amount? (Submitted, Sep 20, $2013143: 07$ PMEDT)

## Answer

## No. (Answered: Sep 24; 2013345752 RM EDT)

## Question 14

Pagev1. Section 25 Payment and Peiformance Bond
The anountof payment and pefformance bond is excessive given that will be over the current annulicost billed to the city including franchise tees. Would the city considering redecing the amount of the paymentand perfomancebond? (Subittedy Sep 20.2013 1117 12 PMEDT)

## Answer

No. (Answereat Sep 24, 2013:35752 PM EPT)

## Question 15

Page 13 , Section 2.04 Carts
How would the Contractor know if the containers are nissing as it relates to the requiment found in the third paragraph of this section Please clatify. (Submitted: Sep 20, 20131121.55 PM EDT)

## Answer

- This would simply be the Contractor informing the City if a resident consistenty fails to use a catt when placing materials to the curb (bagged trash at curb, yard waste bagged at curb). (Answeredr Sep 25, 2013 4:12:23 PM EDT)


## Question 16

Page 15 section 206 मick 1 p policy
 garbage and yard waste of ean the same trick at different tines collect garbage and then Vard waste separately? please ciariy:
(Subimitted Sep 20, $20131,26,39$ PM FDT )

## Answer

The same truck nay be used provided the loadsiare not commingled andare disposed of separately (Answered sep 24,2043 3 St 5 S 2 PM EDT

## Question 17

Page 15, Section 2.06
How would divers know if yard waste is clean of other waste as it pertains to the requirement in bullet point 7 of this section?

## Please clarify (Submitted: Sep 20, 20131 128:46 PM EDT)

## Answer

The current procedure is the drivers do a visual inspection of the cart prior to loading (if being collected in a semi-automated or manual truck) or as the cart is being emptied to dentify the yard waste collected is free from contamination. (Answered: Sep 25; 20134412.23 PM EDT)

## Question 18

Page 16, section 2.08 special pick up Community Service
Who is paying for disposal for this type of aditional service?


## Answer <br> City Pays disposal (Answered Ser 24, 2013 3:57:52 PM EDT)

## question 19

Page 16, Section 2.09 City Facility Trash and Recycing Senvices
Would the City consider stikng the words recycing service as this bid is not for recycling services?
Can the city please define the service that 's to be provided at all City facities to be ordinary services rather than extraordinary service, for example, providing non-compaction containers and servicing a City facility that is being teared down would be ah: extraordinary service not required to be performed by the Contractor. (Submitted. Sep $20,20131.38 .17$ PM EDT)

## Answer

1. No.
2. This would exclude construction and demolition materials (Answered Sep 24, 2013 3:57:52 PM EDT)

## Question 20

Page 17, section 2 12 Disposal
Would the city considet placing a mileage limitation if the contractor is redirected to a diferent disposal location than the ones that
are curenty provided aid listed in this section (Submitted Sep 20, 2013 144028 PM EDT)

## Answer

## No. (Answered Sep 24, 2013 357151 pMEDT)

## Question 21

Page 20 , Section 2,16 Equipment
What percentage of the fleet would a Contractor be required to have as an alternative fuel vehcile as it relates to the seventh paragraph in this section (Submitted: Sep 20, 20131 43348 PM EDT)

## Answer

100\% of fleet (Answered:Sep 24, 2013 3:57:51 PMEDT)

## Question 22

Whopays for the gratis containers in the bid both for cominerial front load containers and for the totters? (suhmitted sep 23 2013656615 PMEDT

## Answer



## Question 23

Who pays for the gratis containers in the bid, both for commercial front load containers and for the totters? (Submitted sep 23, 2013656.22 PMEDT)

## Answer

This is a duplicate Question (Answered, sep 24; 20133 357 51 PM EDT)

## Question 24


 Answer
This information will beopsted in BidSyno. (Answered Sep 25,201341223 pM EDT)

## Question 25

In this current bid will the city pay disposal for both garbage and yard waste? (Submitted, Sep 25,2013 3:1 1432 PM EDT)

## Answer

Refer tol TB Section 2.12 Disposil (Answered Sep 25, 20134.12 .23 PM EDT)

## question 26

Page 16 section 4.08 special Pick op Gommunity Service
 answered (Submitted Sep 26,20139640122 AM EDT)

## Answer

Section 208 speaks to the potential need for a cart to be seiviced putside of a nomal collection day. The tem shiaced in the cait must be accentableitens (tash or yard waste) and would be expected to be serviced by the Conthactor upon eity request: code: complance may request this se wice in assisting a nop complant homeowner ville correctig a volation iotice, working with another departinent within the city to address a speafic clean-up ssue (itter cean uip for example) or to address oveitiow that


## Question 27

Do you pay the current hauler monthly using a PCaraf If so, will this continue in the new Contract term? (Submittedy sep 26, 2013 9:55149 AM EDT)

## Answer

The current hauler is not paid by p-card
For the payment method specified for this ITB refer to PART, INFORMATION SPECIAL CONDITIONS SECIION I8
NVOICES/PAYMENT and Section 12 Payment of the Franchise Agreement. (Answered: Sep 26, 2013 10:46:11 AM EDT)

## cuestion 28

In reference to the prevouis answer to Question 6 which states
Question 6
What is the curient ate the eity s paying for the current servee of $2 x$ week cart Garbage collection and 4 w weekly Vard Waste
Gart Gollection? Sep 19 2013 8 :34:17 AM EDT
Answer Sep 24; 2013335751 PMEDT
Contract 682.9843 多 $\$ 774$ init for combhed gan bage arid yard Waste (City pays disposol).

000 review of the wo contracts isted above, there is a large discrepancy in the nuhber of cats isted in the two existing contracts conpared to the CuIrent Bid 643 -1 1289 cat count:

Contract 682.9843 reguest service rates for 23.261 carts

Contract $682-119$ request service atates for 27,537 carts
Total Number of Carts 50,78 caits
Current Bid 643 - 11289 request semice rates 37088 Carts
Cart count Differeince is 13 约 10 Cats



## Answer

6. Currently billing for 23,26 , dirs (not caits)

2 Curenty biling for 1413 UNITS (iot caits) Bear in mind that the units for vard waste and gatbage collection are accounted for separately under this contract The 13,400 YARD WASTE UNITS are inclided in the solid Waste inits:
 20131141738 AM EDT)

## Question 29

Should franchise fees of $23 \%$ be added to the unit price quotes on page 2 of the bid (Submitted: Sep 26, 2013 12451:01 pM
EDT)
Answer

- Bidders should consider all expenses (ncluding franchise fees) in their calculations used to arive at their proposed UNIT RATE. The City Franchise fee should be viewed as an expected cost and incorporated into that UNT RATE. Any invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line tem. The City will calculate the franchise Fees owed and payable by the Contractor as $23 \%$ of the total invoice anount billed to the City (Answered oct 1,20131141733 AM EDT)


## Question 30

in Bid Section Paiti Item 18 states on page 8 that the contractor shal ienit franchise fees to the eity no ater than the 20 th of the month. At the prebid meeting briderswere instructed not to nclude franchise fees h their cinit pilce quotes Thaulers are responsible for paying the city franchise fees. how wilthe hauler be compensated for remitting franchise fee to the city it the: bauler does not include franchise fees in the unit rate quates? (Submitedt Sep 26, 2013 1,04.18 PM EDT)

## Answer

## See response to Qlestion 29 (Answered, oct 1,2013111738 AM EDT)

## Question 31

How much has the City charged the elirent hailer for cart damages in the past 12 months? (Submitted Sep 26, 201314343 PM EDT

## Answer

The City has not charged the hauler (Answered oct 1; 2013 11:17:38 AM EDT)
Question 32
Section 2.09 Wity Facility $\&$ Recycing Services
Who pays for containers, both for frontload dumpters and for the wheeled carts as it reltes to this section (Subitited sep 26 ;

### 2013540.17 PM EDT)

## Answer

Contractor supplies fet dimpsters, City supplies cats (Answeredt oct 1,20131117338 AM EDT)

## Question 33

Section $2: 09$ City Facility \& Recycling Services
Who pays for containers, both for frontload dumpsters and for the wheeled carts as it relates to this section? (Submitted Sep 26 ,

## 2013 5:40:25 PM EDT)

## Answer

- See response to Question 32 (Answered; 0ct 1, 2013 11.17138 AM EDT)


## Question 34

in the pre bid meeting it was mentioned that the haulers could pick up a copy or harge trash inaps. Who can we contactitoget The Sargel haps? (Submitted: Sep 27.2013 94339 AM EDT)

## Answer

 EDT)

## Question 35

Does the current rate of $\$ 7,74$ include a franchise fee? If so, what is the percentage? (submitted: Sep 27, 2013 11:20:01 AM EDT)
Answer
No, current contract rate does not include a franchise fee. (Answered; oct 1, 201311.17 .38 AM EDI )
Question 36

Does deinhs mean lawsults or thes of bothl (submited Sep 30 201395132 AM EDT)

## Answer

Oniv litigation (Answered Oct 1020 . 3111738 AM EDT)

## Question 37

Can we gen a copy of the July and August 20.13 Invoice from the City to Choice/Progressive for services relating to theif current contract? (submitted, Oct 1, 20131140 .07 AM EDT)

## Answer

- Your question appears incorrect. The City does not invoice Cholce/Progressive, Assuming your question is meant to ask for a copy of the July and the August invoices the City received from Choice/Progressive for both curfent contracts, a copy has been added to the TB documents. (Answered: Oct 1, 2013 3:04:29 PM EDI)


## question 38


20135001441 PM EDT

## Answer

## Prior to contract commencement: (Answeredt 0ct 2,201312721 PM EDT)

## Question 39

Please provide the historical amount of tifes that have been collected in each of the last 36 months?
Where are the tires currently taken for disposal?
What is the estimated number of yard waste caits in service?
Is automated waste collection preferred by the City?
is yard waste collection curreitly peiformed by semi-automated trucks?
What has been the historical contamination rate in which the contractor has had to pay the City in the last 5 years? (Submitted: oct

## 1, 2013 5:08:00 PM EDT)

## Answer

1. We do not have that data avallable:
2. It is collected as part of bulk and taken to Waste Management.
3. This is unknown we assume 1 cart per unit or 37,088 carts.
4. The City has provided cats to all residents, automated collection is preferred, but not required.
5. Automated and semi-automated trucks
6. Once, $\$ 484.82$ was charged for a contaminated load on 10/3/2012 This was from 2009 to July 2013 . (Answered oct 2,2013

## 1:27121 PM EDT)

## question 40

1. Page 6.513 2 Contract Period

Would the city considet changing the last sentence of the first pargopaph to read as follows:
The City reserves the right to extend the contract fortwo ( 2 , aditional five (5) year terms, providing al tems conditions and specifications remain the same both paties agree to the extension in whing thd such extension is approved by the city. 2. Page 7 S 5 16 Contract Coordinator:

States pat of the job description as resolve any disputesp could the city plezsedefine fhis i limited to only disputes between residents/customens in the Gily and Contractor?
3. Page $8=818$ ? invoices Payment

Last sentence of first pakion raph reads os follows:
 heached between the Gity and the controcto to resolve the problen to the city satisfaction, the city shall negotate wth the
Contractor on a payment for the Nomk completed and usable to he cley?



## Answer

1. The current City exten sion process is whiten
2. Yes


## Question 41

1. Page 8 ~ $\$ 21$. Insurance

Would the city consider making the following changes in the ist sentence of the 2nd paragraph to replace ${ }^{2}$ modification "with "material change?
2. $\mathrm{Pg}_{\mathrm{g}} 10-522$ Subcontractors

Would the city consider naking the following changes in the 2 nd sentence of 2 nd paragraph to read:
Contractor shall be fully responsible for all of Contractor's subcontractors? peiformance, and liable for any of contractor?s
subcontractors? non pefformance and all of Contractor?s subcontractors? "hegligent or wilfu" acts and omissions?
3. Page 10 \& 22 . Subcontractors

Would the City consider making the following changes in the 3id sentence of 2 nd paragraph to make counsel subject to Gity?s
"reasonable ${ }^{\text {a }}$ approval or disapproval? (Submitted; Oct 2,2013 1:36:47 PM EDT)

## Answer

1. Yes
2. No the City will not consider it
3. No the City will not consider (Answered: Oct 3, $201333.36: 27$ PM EDT)

## Question 42


Would the city consider naking the following changes to this section to read as fillows
Reasonable care shall Ge taken to safeguard all existing fagilites, site aphehties, ingation systems, vehicles, etc: on or around
 the responsibiliy of the contractor ahd shall be repalred ady or teplaced at no additional cost to the City
2. Page $1=5$ W28: Sarety

Oct 2,2013 1455:22 PMEDI)

## Answer

1. No the City will not consider
2. No the City Wil not consider (Answered, oct 3, 2013 3366:27 PM EDT)

## Question 43

3. Page $36=\$ 5.08$ - Indemnity Hold Harmiless Agreement

Would the City consider changing this section to read as follows:
To the extent covered by applicable insurance, the Contractor" agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements clains, costs, charges for other expenses, or liabilites of every and any kind including attorneys fees, "that is caused by a negligent or wilfill act or omission by the Contractor while peiforming"the work agreed to under the terms of the agreement that arises from to thise bidding process; "provided, however, Contractor?s indemnification obligation shall not extend to and Contractor shall not be lable for any losses, penalites, damages, settlements, claims, costs, chages for other expenses, or liabilities of evely
and any kind including attorneys fees that is caused by a negligent or wilfulact or omission of the City, including without limiting the foregoing, any and all such claims, suts, or other actions relating to personal injuly, 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 coutt" Without limiting the foregoing, any and all such caims, suits, of other actions relating to personal hiuyy, death, damage to property, defects in materials of workmanship, actual or alleged volations of any applicable Statute, ordinance, administrative order, tile or regulation, or decree of any coult shall be included in the indemnity hereunder? (Submitted: Oct 2 ,

## 20131455 *34 PM EDT

## Answer

- No the Gity will not consider t (Answered Oct 3,2013313627 PM EDT)


## Ouestion 44

1. Page: $31: 55.18$. Patents and Royalties

Woutd the city consider makig the following elinges to read as follows:
10 the extenticove hed by appicable insurance, tTie Contractoft shallindeminy and save harmess the cityandits employees from liability ofany nature and kind, hcladig cost and expenses for or on account of any copyighted patented of uh: patented

 mutually agreed and understood whout exception that the bid peices shall include all royaltes or costs arising fon the ofse of sueh design device. ot haterials ih any way hivolved in the Woth

Would the City conside making the followlig changes to read as follows:

avard issued pursuant to this If B, and the monies, Which may become due hereunder, refe hot assignable except vith the prior Whtten approval of the City Commission of the City Manager or City Manager's designee depending on orignat award approval:

subsidiary of the Contractor or to any person or entity succeeding to all of substantially all of the Contractores assets (whether by
operation of law, herger, consolidation or otherwise) Without the Whiten consent of the Gity (
EDT)
Answer
21. No Mhe Clty wil rot consider t

250 the Ciy vill hot considert (Answered) 0ct 3, 2013.3 336.27 RMEDT)

## Question 45

Page. 48 -Section 5 (D) City Manager of Fort Lauderoale
Wil the city consider making the following changes to read as follows
To prevent misunderstanding and litigation, the City Manager or his designated representative, shall work together with the Provider" "to resolve" questions which may arse concerning the quality and acceptability of the work and services pefformed, the suffictency of performance, the interpretation of the provisions of this Agreement, and the acceptable fulfilment of the Agreement on the part of the Provider; the parties will work together to ensure" the amount quantity, character and quality of the work performed is reasonably satisfactory?
2. Page. 48 . Section 5 (G) Disagreements

Would the city consider making the following changes to read as follows:
It is recognized that disagreements may arise between the City and the Provider with regard to the collection of certain tems due to interpretation of the specific language of the Agreement in the event a disagreenent anses "the parties agree to work together In good faith to come to aresolution over the disagreement? (Submitted, oct 2201323513 PM EDF)

## Answer

1. No the city will not consider it
2. No the City will not consider it (Answered oct 3 2013 3.36:27 RM EDT)

## question 46

Wage $54=$ Section 13 ( $B$ ) K Lability Insurance
Will the city considet making the following chages to read as follows:
The Provider shall purchase and haintain such comprehensive general labily and otherinsirance as well provide protectionfron
 and the Providerss othergbigations under this Agereenent whether such peiforinance is by the Piovider by any subentactor: by anyone directy of lidirecty employed by any of them or by anyone for whose acts any of then may be liable?
23Page 56 - Section $14(4)=$ Disclainer of tiability
Would the cly consiger makn g the following charges to read as tollows
The Gity shall not at any the he hable for huyy or damage gectring to any person or propety fromany cause, yhatsoevers to


## 2013 2.51477 PMEDT)

## Answer

## 1. No the cit $1 / 1 /$ not considet $\}$ <br> 2 No the city Will not considen (Answered: 0ct 3.2013 .3386 .27 PM EDT)

## Question 47

1. Pages 57.59 - Section 15 Environmental?

Will the City consider striking this section?
2. Page 63 . Section 20 Unacceptable Waste

Will the City consider strikng this section? (Submitted; oct $2,20132,25512 \mathrm{PM}$ EDT)

## Answer

1. No the City will not consider it
2. No the City will not considert (Answered, Oct 3, 20133336,27 PM EDT)

## Question 48

Wage 63 Section 20 . complance with 1aws and Regulations
Will the City consider making the followng changes to rad as follows
The Provider hereby agrees to abide withall applicoble Federalistate. county and City laws and regulations beluding those fallig

| Thater the Nation and his surety sh Caim or llability employee or his 0) damages whict <br> 2. Page 65 Sect <br> In the event suit Teasonable" costs prevalling party? <br> 3 Page 65 Sec Whil the city cons <br> Answer <br> 1. No the City 0 <br> 2. No the eity wil |  |
| :---: | :---: |
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## Question 49

1. Page 67 - Section 31 - Patent Fees and Royalities

Will the City consider making the following changes to read as follows:
The Provider shall pay all license fees and royalties and assume all costs incident to the or "on" any invention, design, process, product or device which is the subject of patent rights or copyrights held by others "that s provided and used by the provider in the performance of the work?"
2. Page 68 - Section 33 . Taxes and Frachise fees

Will the City consider adding the following to the end of the section:
"City shall be responsible for billing, collecting and remitting/paying any and all sales, use, or services taxes assessed or payable in connection with the services billed by the City?"
3. Page 68 -Section 36(B) - Miscellaneous Provisions

Will the City consider making the following changes to read as follows
The Provider shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person of firm, provided, however, Provider may assign this Agreement to any direct or Indirect affiliate or subsidiary of the provider or to any person or entity suicceeding to all or substantially all of the Providerns assets (whether by operation of law, merger, consolidation, or otherwise) "Violations of the terms of this Paragraph shall constitute a matetial breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider which shall hmpediately cease and terminate? (Submitted: 0ct $2 ; 2013$ 4.54:50 PM EDT)

## Answer

1. No the City will not consider it
2. No the City will not consider it
3. No the city will not consider it (Answeredr 0ct 3, $20133.36: 27$ PM EDT)

## Question 50

Willthe city extend the due date fo the bid (Subnittediodt 2,2013455124 PM EDT)

## Answer:

Wo the eity will not be extenaing the bid due date (Answered $0 \mathrm{ct} 3,20133362,27 \mathrm{PM}$ EDT

## Question 51

1. The bid bond required to be returned in the bid package is currently supposed to be ExACTIY $5 \%$ of the bid amount. Let me tell you why this is difficult All companies go out to sureties to get the bid bonds, d process that takes a couple of days. If a company is not done with their pricing, which is the most complicated, collaborative and critical part of the bid submittal, until a day before it is due, it could very well end up that the bid bond already recelved is not EXACTLY $5 \%$ of the bid to be submitted and there may not be time to get a replacement. This would be a potential event of disqualification, To avoid this scenario, tis suggested that you change the requlrement to be aMINIMM or $5 \%$ on the face of the bid bond. This way the City is absolutely stil protected and the bidders have a little leeway in last minute calculations and adjustinents, Thave seen the disqualification fight before in other jurisdictions and this is an easy fix that keeps the City whole. (Submitted; ot 3, 2013 9:34:24 AM EDT)

## Answer

Adequate time has been provided for bidders to respond to this ITB and meet bid bond requirements. It is expected that all responding bidders meet this requirement with a minimum $5 \%$ bid bond (Answered: oct 3, 2013 9:57:12 AM EDT)

## Question 52

2. The recently eleased answers requre a $\$ 5,000,000$ performance bond be posted by the wining conpany As vou know, the service today is appoxinately $\$ 3,500000$ per year whderthis pricigg the peiformance bond would be well in excess po over ais: year of costs to the city this is simply too inch and dives the cost to the city up sthe Civ. Would be well protected witha performance bond that was equal to one vear of sevice bet mellustrate how this drives up the cost: using today s nunbers over a 5 . yeat contract the company would have to potentially bond in excess of $\$ 75001000$ more than hecessaty fa peformance bond costs $2 \%$ of face vilue that means the company has to figere in $\$ 50,000$ in additinnt cost structure fon this tem alone and that gets figured into the rate quoted to you when the proformas are calcipled Given that one ver of eiformance bond should beplenty and the effect thil have on theiresidential calculations. would think that the ely would be willing to require only a year,


## Answer

peiformance bonds ane issued to provide the Chy secity in the event the Eonfactor fais to perform the scope of woik under this ITB or ooes out of business and allows the City a mee han isn to recoup costs related to peiforming the work, replacing the Contractor and/or potentally correcting defective work the performance bond requirement remains asitis in tifi IB I I is is an


## Question 53

3. The recently released answers require a separate and distinct $\$ 5,000,000$ PAYMENT bond to be posted by the winhing bidder, to say the least this is over-overkill. Assuming at the current annuaf contract rate the amount of $23 \%$ franchise fees collected would be perhaps $\$ 800,000$, this means that each and every year an EXTRA $\$ 4,200,000$ must be bonded. Using the example formula in.
$\# 2$ above, this could potentially mean that an EXTRA $\$ 20,000$ in bonding experse must be figured in when calculating the monthly rate to the residents, You and both know that if a company is not paying their franchise fees, you would seek to have them tossed after 90 days of non payment. Any new hauler you brought in would have to pick up paying when they started the service. The most l could ever magine you would ever be out if you had a defalting hauler might be as high as 6 months, may be. The suggestion that the City accepta payment bond for a year of franchise fees, calculated at the time the contracts are signed, $s$ more than reasonable, fiscally responsible, and nay vield you a better price because superfluous costs are not baked in. Add this to the amount of excess cost $\mathrm{In} \mid 2$ and its seems like it is adding too much expense for not a lot of return to the City my suggestions would be more that adeguate to keep you whole. (Submitted oct 3,2013913519 AM EDT)

## Answer

Payment bonds are issued to provide secuity in the event a contractor falls to pay its workers, subcontractors or suppliers, They are typically paired with a peiformance bond. Dile to the scope of the work outined in this TB, the payment bond requirement remains as is in the TB. (Answered, Oct 3, 20139,57112 AM EDT)

## Question 54

4. With respect to the minimunqualifications befieve you ateleaving the city th isk to potentially be forced to accept a hon
 offer that you mustaccept because of your citer a Inagine a case where they qualify in every qualificaton category but beeause
 aone days worth of hesidentiatrouting or pick up, hhey may not have aytonated experiencej no customer sentice taining for




 hand at residental MSW pick up, provide the best hice and dherwise qualify even though hey have never done t lefore food for thought (Submittedi Oct 3, 2013 9 , 35,51 AM EDT)

## Answer

Whe eligibity requirements inglute the Bid de subiniting an acceptable business operathy plan, access to equipnent and Vehicless and demonstration that t can successfifly collect garbage and yard waste hareas with similar cimptes and routes as aue presentin South forida the sidder hist also provide sufficient and satisfactory references as evidence Addionaly, the city



## Guy f FORT LAUDERDALE

City of Fort Lauderdale Procurement Department 100 North Andrews Avenue, Room 619<br>Fort Lauderdale, FL 33301

ITB \# 643-11289
"SOLID WASTE COLLECTION SERVICE" Bid Submittal Deadline: October 9, 2013 at 2:00 PM


Submitted by:

Republic Services of Florida, Limited Partnership d/b/a All Service Refuse

751 NW 31 ${ }^{\text {st }}$ Avenue
Lauderhill, FL 33311
Mark Talbott
General Manager
954-583-1830

# Solid Waste Collection Services 

```
x
```

Rick Andrews

954-828-4357

October 9, 2013
City of Fort Lauderdale
Procurement Department
100 N Andrews Ave., Room 619
Fort Lauderdale, FL 33301
RE: ITB\# 643-11289 Solid Waste Collection Services

Attached please find the response to ITB \# 643-11289 for "Solid Waste Collection Services" for the City of Fort Lauderdale (City). On behalf of Republic Services of Florida, Limited Partnership dba All Service Refuse, we appreciate the opportunity to submit our response and look forward to continuing our long standing relationship with the City.

Republic Services of Florida, Limited Partnership is a wholly-owned subsidiary of Republic Services, Inc. Republic Services is the second largest provider of services in the domestic nonhazardous solid waste industry as measured by revenue. We provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 348 collection companies in 40 states and Puerto Rico.

Republic Services of Florida, LP focuses on establishing partnerships with the municipal, county and business communities we serve. We remain dedicated to protecting the environment while providing the most cost-effective programs for solid waste collection. Few companies can equal the operational capabilities, financial stability, capital resources and proven record that Republic Services brings. We look forward in continuing this community partnership with the City of Fort Lauderdale by donating our time and resources to not-for-profits and City-sponsored events benefitting the customers we look forward in serving.

Our commitment is simple... we commit to provide the City of Fort Lauderdale safe, environmentally responsible and service-focused collections that exceed expectations. We understand the needs of the City and look forward to building on our current partnership by being your environmental partner in achieving your solid waste collection goals.


Mark W. Talbott
General Manager
Republic Services of Florida, Limited Partnership, dba All Service Refuse

# Bid 643-11289 <br> Solid Waste Collection Services 

| Bid Number | 643-11289 |
| :---: | :---: |
| Bid Title | Solid Waste Collection Services |
| Bid Start Date | Sep 14, 2013 9:39:27 AM EDT |
| Bid End Date | Oct 9, 2013 2:00:00 PM EDT |
| Question \& Answer End Date | Oct 2, 2013 5:00:00 PM EDT |
| Bid Contact | Rick Andrews |
|  | Procurement Specialist II |
|  | Procurement |
|  | 954-828-4357 |
|  | Randrews@fortlauderdale.gov |
| Prices Good for | 120 days |
| Pre-Bid Conference | Sep 19, 2013 10:30:00 AM EDT Attendance is optional Location: Fort Lauderdale City Hall 100 North Andrews Avenue Fort Lauderdale, FL. 33301 4th Floor Conference Room |

Bid Comments The City of Fort Lauderdale, Fiorida (City) is seeking bids from qualified bidders, hereinafter referred to as the contractor or bidder, to provide solid waste mobile cart collection services and yard waste cart collection services for 37,088 residential and commercial cart units for the Public Works Department, Office of Sustainabillty, in accordance with the terms, condifions, and specifications contained in this invitation To Bid (ITB).

The initial contract term shall commence upon date of award by the City or February 1, 2014 whichever is later, and shall expire five (5) years from that date. The City reserves the right to extend the contract for two (2), additional five (5) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

## Item Response Form



Description
Enter a monthly price for wice weekly 35,65 or 95 gailon cart garbage collection for 37,088 units.

Item
Quantity
Unit Price
Dellvery Location

643-11289--01-02 - Once Weekly 35, 65, or 95 Gallon Cart Yard Waste Collection
12 month
$\$ 3.81 \times 36,099=\$ 137,537$ per month bid price
City of Fort Lauderdale

See ITB Specifications
Fort Lauderdale FL. 33301

## Qty 12

## Description

Enter a monthly price for once weekly 35,65 or 95 gallon cart yard waste collection for 37,088 units.

# Supplier Response Form 

## Please print or type:

## Questionnaire

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

Company Name: City of Fort Lauderdale
Address: 100 N. Andrews Ave., Fort Lauderdale
Contact Name: Lee Feldman, City Manager
Telephone: 954-828-5013
Company Name: Clity of Coconut Creek
Address: 4800 W. Copans Road, Coconut Creek, FL 33063
Contact Name: Michael Helmbach, Asst. Operations Manager
Telephone: 954-956-1453
Company Name: City of Sunrise
Address: 10770 W. Oakland Park Blvd., Sunrise FL 33351
Contact Name: Harry Cruz, Utility Finance Manager
Telephone: 954-746-3233
2. Number of years experience the proposer has had in providing similar services: 50+ Years
3. Have you ever failed to complete work awarded to you? If so, where and why? No
4. List appropriate licenses as issued by Broward County.

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

```
All Service Refuse currently employs }99\mathrm{ drivers
and will dedicate a minimum of }15\mathrm{ drivers to
perform the services of this contract. All
Service Refuse maintains sufficient manpower to
avoid service interruptions. In addition, All
Service Refuse is fully staffed to handle all
```

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.
```
Republic Services is America's second largest
non-hazardous solid waste services company as
measured by revenue.
The Company*s 2010, 2011, and 2012 Annual
Reports to Shareholders (Form 10-K) contains

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

\section*{To take exception:}
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username ddinicola@republicservices.com
Password *

* Required fields

\section*{NON-COLLUSION STATEMENT:}

By signing this offer, the vendor/cohtractor certfies that this offer is made independently and free from collusion. Vendor shall disclose below any Clity 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.

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

NAME


RELATIONSHIPS
\(N / A\)
\(N / A\)

N/A

N/A

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

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original. signature. (See Electronic Signatures in Global and Nationial Commerce Acf for more information.)

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1) Clíck Take Exception.
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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{Username ddinicola@republicservices.com} \\
\hline Password & & * \\
\hline Wixpemuex &  & 5R(aximut \\
\hline
\end{tabular}

\footnotetext{
* Required fields
}
INVITATION TO BID (ITB) 643-11289
SOLID WASTE COLLECTION SERVICES
\begin{tabular}{|c|c|c|c|c|c|}
\hline LOCATION NAME & SERVICE ADDRESS & CONTAINER SIZE & Trash (T) or Recycle (Y) & FREQUENCY & NUMBER OF CONTAINERS \\
\hline CITY MALI PARK & 124 SE IST STREET & 4 & \(\uparrow\) & 3 & 1 \\
\hline AIRPORT MAINTENANCE & 2020 EXECUTVE AIRPORT WAY & 4 & \(\dagger\) & 2 & 1 \\
\hline FIRE STATION 47 & 10005 W 27 TH AVENUE & 3 & T & 2 & 1 \\
\hline FIRE STATION \#47 & 2401 SW 10TH STREET & 96 G & \(\gamma\) & 1 & 2 \\
\hline FIRE STATION 53 & 2200 EXECUTIVE WAY & 3 & \(T\) & 2 & 1 \\
\hline FIRE STATION \#53 & 2200 EXECUTVE WAY & 966 & \(r\) & 1 & 3 \\
\hline INSPECTON SERVICES ADMINISTRATION & 700 NW 19TH AVENUE & 6 & T & 2 & , 1 \\
\hline CENTRAL MACHINE SHOP/CMS & 700 NW 19TH AVENUE & 96 G & \(Y\) & 1 & 1 \\
\hline CENTRAL MACHINE SHOP/CMS & 700 NW 19TH AVENUE & 4 YD & \(Y\) & 1 & 1 \\
\hline CENTRAL MACHINE SHOP/CMS & 700 NW 19TH AVENUE & 96 G & \(Y\) & 1 & 1 \\
\hline FIRE RESCUE & 528 NW 2ND STREET & 3 & \(\boldsymbol{T}\) & 2 & 1 \\
\hline FIRE STATION ADMIN/STATION 2 & 528 NW 2ND STREET & 96 G & Y & 1 & 2 \\
\hline EXECUTIVE AIRPORT & 6000 NW 215T AVENUE & 2 & \(T\) & 2 & 1 \\
\hline EXECUTIVE AIRPORT ADMINIISTRATIVE BUIDING & 6000 NW 21ST AVENUE & 6 YD & Y & 1 & 1 \\
\hline EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING & 6000 NW 21 ST AVENUE & 96 G & Y & 1 & 4 \\
\hline CITY Of FORT LAUDERDALE & 6000 EXECUTIVE ARPORT AVENUE & 6 YD & Y & 1 & 1 \\
\hline FIRE STATION \#13 & 2871 E SUNRISE BOULEVARD & 2 & T & 2 & 1 \\
\hline FIRE STATION \#13 & 2871 E SUNRISE BOULEVARD & 96 G & \(Y\) & 1 & 2 \\
\hline MOUNTED UNIT & 1201 HOUDAY PARK CIRCLE & 4 & T & 1 & 1 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline MAIN POLICE STATION & 1300 W BROWARD BOULEVARD & 8 & .-. & T & 7 & 1 \\
\hline POLICE DEPARTMENT & 1300 W BROWARD BOUIEVARD & 6 YD & & Y & 1 & 2 \\
\hline POLICE DEPARTMENT & 1350 W BROWARD BOULEVARD & 96 G & & \(Y\) & 2 & 4 \\
\hline AIRPORT & 5555 NW 15TH AVENUE & 8 & & T & 2 & 1 \\
\hline PARKING GARAGE & 300 SE 1ST AVENUE & 3 & & T & 2 & 1 \\
\hline POINCIANA PARK PRINT SHOP & 401 SE 21ST STREET & 2 & & \(T\) & 1 & 1 \\
\hline PARKING ADMINISTRATION & 290 NE 3RD AVENUE & 4 & & T & 1 & 1 \\
\hline PARKING ADMINISTRATION BUILDING & 290 NE 3RD AVENUE & 96 G & & \(Y\) & 1 & 2 \\
\hline PARKING ADMINISTRATION BUILDING & 290 NE 3RD AYENUE & 6 YD & & Y & 1 & 1 \\
\hline SPECIAL INVESTIGATIONS & 101 N ANDREWS AVENUE & 4 & & \(T\) & 1 & 1 \\
\hline KENNELS & 6201 HAWKINS ROAD & 4 & & T & 1 & 1 \\
\hline COMMUNITY POLICE & 533 NE 13TH STREET & 2 & & T & 1 & 1 \\
\hline PERFORMING ARTS CENTER & 101 SW 5TH AVENUE & 2 & & \(T\) & 1 & 1 \\
\hline CMS & 4250 NW IOTH AVENUE & 4 & & T & 2 & 1 \\
\hline CMS & . 4250 NW 10TH AVENUE & 4 YD & & \(y\) & 1 & 1 \\
\hline PEALE DIXIE WATER PLANT & 1500 S STATE ROAD 7 & 4 & & \(T\) & 2 & 1 \\
\hline PUBLIC WORKS/UTTTLIES-PEELE DIXIE & 1500 S STATE ROAD 7 & 96 G & & \(Y\) & 1 & 1 \\
\hline FUEL DEPOT & 949 NW 38TH STREET & 8 & & T & 3 & 1 \\
\hline PUBLIC WORKS/UTIUTIES ADMIN & 949 NW 38TH STREET & 4 YD & & \(Y\) & 1 & 1 \\
\hline PUBLIC WORKS/UTILTIES ADMIN & 949 NW 38TH STREET & 96 G & & \(Y\) & 1 & 4 \\
\hline ADMIN/FIVEASH & 949 NW 38TH STREET & 8 & & T & 3 & 1 \\
\hline PUBLIC WORKS/UTLTIES/FIVEASH & 4321 NW 9TH AVENUE & 96 G & & Y & 2 & 2 \\
\hline COMPOST METER SHOP & 4030 S STATE ROAD 7 & 6 & & T & 1 & 2 \\
\hline METER SHOP & 4030 S STATE RD 7 & 4 YD & & \(Y\) & 1 & 1 \\
\hline HALL OF FAME POOL & 501 SEABREEZE BOULEVARD & 8 & & T & 5 & 1 \\
\hline INT SWINNING HALL OF FAME & 501 SOUTHBREEZE BLV & 96 G & & Y & 1 & 4 \\
\hline BUILDING SERVICES CENTER & 700 NW 19TH AVENUE & 6 & & T & 2 & 1 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline BUILDING SERVICES/ONE STOP SHOP & 700 NW 19TH AVENUE & 96 G & \(Y\) & 1 & 4 \\
\hline S beach parking iot & 600 SEABREEZE BOULEVARD & 4 & T & 6 & 3 \\
\hline S BEACH PARKING LOT & 600 SEABREEZE BOULEVARD & 4 YD & \(Y\) & 1 & 1 \\
\hline MIZELL CENTRE & 1409 NW 6TH STREET & 4 & T & 2 & 1 \\
\hline MIZELI CENTRE & 1409 NW 6TH STREET & 96 G & \(Y\) & 1 & 2 \\
\hline CITY HALL & 100 N ANDREWS AVENUE & 4 & T & 3 & 1 \\
\hline FORT LAUDERDALE CITY HALL & 100 N ANDREWS AVENUE & 96 G & \(r\) & 2 & 12 \\
\hline FORT LAUDERDALE CITY HALL & 100 N ANDREWS AVENUE & 6 YD & \(Y\) & 2 & 2 \\
\hline GARAGE & 1301 SW 1 COURT & 8 & T & 2 & 1 \\
\hline OPERATIONS & 260 SW 14 AVENUE & 8 & T & 2 & 1 \\
\hline TRASH STATION & 2109 NW 6 STREET & 4 & T & 2 & 1 \\
\hline PARKS MAINTENANCE SHOP & 220 SW 14 AVENUE & 6 & T & 3 & 1 \\
\hline PUBLIC WORKS BULLDING I PARKS \(\qquad\) & 220 SW 14TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline PUBLIC WORKS BUILDING 3 GEN
SRVCS & 220 SW 14TH AVENUE & 96 G & Y & 1 & 2 \\
\hline PUBLIC WORKS BUILDING 7
SANITATION & 220 SW 14TH AVENUE & 96 G & \(Y\) & 1 & 4 \\
\hline PUBLIC WORKS BUILDING 7 SANITATION & 220 SW 14TH AVENUE & 4 YD & \(Y\) & 1 & 1 \\
\hline PUBLIC WORKS COMPOUND GAS & 220 SW 14TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline PUBLLC WORKS COMPOUND GARAGE & 220 SW 14thavenue & 96 G & \(Y\) & 1 & 3 \\
\hline CITY SANITATION SW 14TH AVENUE & 220 SW 14 TH AVENUE & 6 YD & \(r\) & 1 & 1 \\
\hline RIVERWALK PARK & 220 SW 14 AVENUE & 6 & T & 3 & 1 \\
\hline BASS PARK & 2750 NW 19 STREET & 4 & T & 3 & 1 \\
\hline LAUDERDALE MANORS PARK & 1340 CHATEAU DRIVE & 4 & T & 2 & 1 \\
\hline MARINE PATROL & 1784 SE 15 STREET & 4 & \({ }^{\top}\) & 3 & 1 \\
\hline UTTLE YANKEES STADIUM & 2800 SW 8 AVENUE & 8 & T & 2 & 1 \\
\hline WAR MEMORIAL AUDITORIUM & 800 NW 8TH STREET & 8 & T & 3 & 2 \\
\hline HOLIDAY PARK - WAR MEMORIAL & 800 NE 8TH STREET & 6 YD & \(Y\) & 1 & 1 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline Holiday Park activit center. & 730 N FEDERAL HIGHWAY & 8 & T & 2 & 1 \\
\hline Holiday Park - gYm & 1200 G HAROLD MARTIN DR & 96 G & \(Y\) & 1 & 2 \\
\hline HOLIDAY - TENNIS (JETC) PARK & 701 NE 12TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline houday park grm social center & HOLIDAY PARK PARKING LOT & 6 & 7 & 2 & 1 \\
\hline HOLIDAY SOCIAL CENTER/SOCCER FIELD PARK & 1150 G HAROID MARTIN DR & 96 G & \(Y\) & 1 & 2 \\
\hline WARFIELD PARK & 1000 N ANDREWS AVENUE & 2 & T & 2 & 1 \\
\hline WARFIELD PARK & 1000 N ANDREWS AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline FORT LAUDERDALE COMMUNITY CENTER & 3351 NE 33 AVENUE & 4 & T & 1 & 1 \\
\hline PARK - BEACH COMMUNITY CENTER GALT OCEAN & 3351 Ne 33RD AVENUE & 96 G & Y & 1 & 1 \\
\hline OSSWALD PARK/ROCK ISLAND & 2555 NW 21 AVENUE & 6 & T & 4 & 2 \\
\hline OSSWALD PARK/ROCK ISLAND & 2220 NW 21ST AVENUE & 96 G & \(r\) & 1 & 2 \\
\hline CROISSANT REC CENTER & 245 W PARK DRIVE & 2 & T & 3 & 1 \\
\hline CROISSANT PARK & 245 W PARK DR & 96 G & \(Y\) & 1 & 2 \\
\hline CARTER PARK & 1450 W SUNRISE BOULEVARD & 8 & T & 2 & 2 \\
\hline CARTER PARK & 1450 W SUNRISE BOULEVARD & 96 G & \(Y\) & 1 & 2 \\
\hline RIVERLAND PARK & 950 SW 27 AVENUE & 6 & T & 2 & 1 \\
\hline RIVERIAND PARK & 950 SW 27TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline FORT LAUDERDALE STADIUM & 5555 NW 15 AVENUE & 8 & T & 1 & 1 \\
\hline LAS OLAS DOCKS & 240.LAS OLAS BOULEVARD & 6 & \(T\) & 5 & 2 \\
\hline LAS OLAS MARINA & 240 LAS OLAS CIRCLE & 96 G & \(Y\) & 1 & 10 \\
\hline COOLEYS LANDING & 450 SW 7 TH AVENUE & 8 & T & 5 & 1 \\
\hline COOLEYS LANDING & 450 COOLEY AVENUE & 96 G & Y & 1 & 2 \\
\hline HEALTH CENTER & & 96 G & T & 2 & 1 \\
\hline FIRE STATION 45 & 1121 NW 9TH AVENUE & 2 & T & 2 & 1 \\
\hline FIRE STATION 45 & 1121 NW 9TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline
\end{tabular}



\author{
Company Overview
}

\author{
Mark Talbott- General Manager \\ Republic Services of Florida, LP d/b/a All Service Refuse \\ 954-583-1830
}

Republic Services is the second largest provider of services in the domestic non-hazardous solid waste industry as measured by revenue. Our operations are national in scope, but the physical collection and disposal of waste is very much a local business; therefore, the dynamics and opportunities differ in each of our markets. By combining local operating management with standardized business practices, we can drive greater overall operating efficiency across the Company, while maintaining day-to-day operating decisions at the local level, closest to the customer.

During the past several years, we supported our internal growth strategy with our presence in markets with higher than average population growth. We believe our presence in these markets positions us to experience growth at rates that are generally higher than those of declining population growth.

Republic serves millions of residential customers under terms of contracts with more than 2,800 municipalities for waste collection and residential services.
\[
\begin{array}{ll}
\text { Municipal Contracts } & +2,800 \\
\text { Residential Customers: } & +12,000,000 \\
\text { Commercial Customers: } & +1,000,000
\end{array}
\]

Since incorporation, Republic Services has been committed to the essential components of integrated solid waste management services: collection, recycling, composting, transfer and disposal. Each division of Republic Services is dedicated to preserving the environment while providing the most cost-effective programs for solid waste collection and disposal.

Republic Service has broad expertise in the waste management field, derived from a diverse array of hauling, transfer, recycling and disposal operations. Very few companies can equal the operational capabilities, financial stability, capital resources, broad experience, geographic dispersion, integrated infrastructure or transfer expertise that Republic Services brings to a project.

Collection Services. We provide solid waste collection services to commercial, industrial, municipal and residential customers through 333 collection operations. In 2012, \(77 \%\) of our revenue was derived from collection services. Within the collection line of business, \(35 \%\) of our revenue is from services provided to municipal and residential customers, \(40 \%\) is from services provided to commercial customers, and \(25 \%\) is from services provided to industrial and other customers.

Our residential collection operations involve the curbside collection of refuse from small containers into collection vehicles for transport to transfer stations or directly to landfills. We typically perform residential solid waste collection services under contracts with municipalities, which we generally secure by competitive bid. These contracts or franchises usually range in duration from one to five years, although some of our exclusive franchises are for significantly longer periods.

In our commercial and industrial collection operations, we supply our customers with waste containers of varying sizes. We also rent compactors to large waste generators. We typically perform commercial collection services under one- to three-year service agreements, and we determine fees by considerations such as market factors, collection frequency, type of equipment furnished, the type and volume or weight of the waste collected, transportation costs, the distance and cost of disposal.

Transfer Services. We own or operate 193 transfer stations, and in 2012 transfer services accounted for \(5 \%\) of our revenue. Revenue at transfer stations is primarily generated by charging tipping or disposal fee. Our collection operations deposit waste at these transfer stations, as do other private and municipal haulers, for compaction and transfer to disposal sites or materials recovery facilities. Essentially, transfer stations provide collection operations with a cost effective means to consolidate waste and reduce transportation costs while providing our landfill sites with an additional "gate" to extend the geographic reach of a particular landfill site with the goal of increased internalization.

Recycling Services. We own or operate 71 materials recovery facilities and other recycling operations. These facilities generate revenue through the collection, processing, and sale of old corrugated cardboard (OCC), old newspaper (ONP), aluminum, glass and other materials. Most of these recyclable materials are internally collected by our residential and industrial collection operations.

Changing market demand for recyclable materials causes volatility in commodity prices. At current volumes and mix of materials, we believe a ten dollar per ton change in the price of recyclable materials will change annual revenue and operating income by approximately \(\$ 29\) million and \(\$ 20\) million, respectively, on an annual basis.

In certain instances we issue recycling rebates to municipalities or large industrial customers, which can be based on the price we receive upon the final sale of recyclable materials, a fixed contractual rate or other measures. We also receive rebates when we dispose of recyclable materials at third-party facilities.

Customers. We provide services to commercial, industrial, municipal and residential customers. No one customer has individually accounted for more than \(3 \%\) of our consolidated revenue or of our reportable segment revenue in any of the last three years.

\section*{Background and History}

Republic Services has been a publicly traded company since July 1, 1998. Our history dates back to the early 1990's when Republic Waste Industries was formed to consolidate a series of regional waste collection companies. The name was changed to Republic Industries and subsequently acquired businesses in several industries, including automotive dealerships and car rental businesses in addition to more than 100 non-hazardous solid waste companies.

Republic Services, Inc. was incorporated as a Delaware corporation on December 21, 1996.
In 1998, Republic Industries changed its name to AutoNation. That same year, AutoNation separated its non-hazardous solid waste services division from its other businesses by forming Republic Services, Inc., which completed an initial public offering of shares of common stock. Republic Services, Inc. began trading on the New York Stock Exchange under the ticker symbol "RSG" on July 1, 1998.

In 1999, AutoNation sold its remaining interest in Republic Services, Inc. in a secondary public offering. Republic Services continues to enjoy strong growth by offering customers quality services.

Republic Services experienced strong and dramatic growth from 1998 to 2008. In 2008, Republic Services acquired Allied Waste Industries to create a leader in the field of environmental protection and solid waste management.

As a result of our acquisition of Allied, Republic committed to a restructuring plan related to our corporate overhead and other administrative and operating functions. The plan included closing our corporate office in Florida, consolidating administrative functions to Arizona, the former headquarters of Allied, and reducing staffing levels.

We believe that our merger with Allied created a strong operating platform that will allow us to continue to provide quality service to our customers.

Our Priorities and Major Initiatives: Our priorities are designed to deliver total waste stream solutions, including recycling, to our customers while creating sustainable economic value for our stockholders. We believe focusing on the following priorities and major initiatives will allow us to best serve our customers:

Safety. Safety remains our highest priority for all of our employees and the communities we serve. Our long-standing commitment to safety is unwavering. We will continue to improve our driver safety training program and reward our people for operating in a safe and conscientious manner in all our lines of business

People. We work to create and maintain an environment that attracts, develops and retains people who assure our success with customers, differentiate us from our competitors and allow us to be an employer of choice for top talent.

Durability. We believe our decentralized management structure provides us with a competitive advantage by allowing us to quickly respond to and meet customer's needs and to stay in touch
with local businesses and municipalities. However, functions such as fleet maintenance and customer service are areas where we believe we can continue to build durable, consistent processes across all operating divisions. Through standardization of core functions, we believe we can minimize variability in our maintenance facilities, resulting in a safer fleet of vehicles with lower operating costs and increased efficiency. By converting certain of our residential routes to automated single driver side-load service, we believe we can more efficiently service our customers, improve safety, increase productivity and reduce labor costs. We have converted approximately \(62 \%\) of our residential routes and \(54 \%\) of our vehicle purchases in 2012 were CNG. We expect that using natural gas will reduce our overall fleet operating costs.

Customer Experience. We strive to provide the highest level of customer service. We derive our business from abroad customer base, which we believe will enable our company to experience stable growth. We also have municipal marketing representatives who are responsible for working with each municipality or community to which we provide residential service to ensure customer satisfaction. Additionally, the municipal representatives organize and drive the effort to obtain new or renew municipal contracts at competitive prices.

\section*{Ownership}

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

\section*{Ownership beyond five percent}

The following table shows certain information as of December 31, 2012 with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than \(5 \%\) of our outstanding common stock:
\begin{tabular}{|l|c|c|}
\hline Name of Owner & \begin{tabular}{c} 
Number of \\
Shares
\end{tabular} & Percent \\
\hline Cascade Investment, LLC & \(\mathbf{8 9 , 6 3 4 , 7 6 0}\) & \(\mathbf{2 4 . 5 \%}\) \\
\hline
\end{tabular}

No other individual or entity owns more than 5 percent of the Company.

\section*{Credit}

Republic Services, Inc. has an "investment grade" rating.
No creditor is owed a debt greater than 10 percent of the Company's total assets.

\section*{Employees}

We employed approximately 30,000 full-time employees, approximately \(26 \%\) of whom were covered by collective bargaining agreements. From time to time, our operating locations may experience union organizing efforts. We have not historically experienced any significant work stoppages. We currently have no disputes or bargaining circumstances that we believe could cause significant disruptions in our business. Our management believes that we have good relations with our employees.

\section*{Management Team}

Republic has the most experienced executive management teams in the solid waste industry. The corporate officers with responsibility for our operations have an average of more than

25 years of management experience in the solid waste industry. Our regional senior vice presidents and our area presidents have an average of 20 years of experience in the industry.

The following is a summary of experiences for select members of our management team.

\section*{Donald W. Slager, President and Chief Executive Officer}

On January 1, 2011, Don Slager was named president and chief executive officer of Republic Services. Don served as president and chief operating officer of Allied Waste from 2005 to 2008 and assumed the same position with Republic Services as the result of the merger of Allied Waste and Republic in December 2008. Don was executive vice president and chief operating officer of Allied Waste between June 2003 and December 2004. Don also served as senior vice president - operations between December 2001 and June 2003; vice president - operations from February 1998 to December 2001; assistant vice president - operations from June 1997 to February 1998; and regional vice president of the West Region from June 1996 to June 1997.

Don served as district manager for the Chicago Metro District between 1992 and 1996. Before Allied's acquisition of National Waste Services in 1992, he served at National Waste Services as general manager from 1990 to 1992 and in other management positions beginning in 1985. Don began his career in the waste industry in 1980 working for Waste Management, Inc. He has completed the Northwestern University Kellogg School Advanced Executive Program and holds a certificate from the Stanford University Board Consortium Development Program.

\section*{Glenn Culpepper, Executive Vice President and Chief Financial Officer}

Glenn Culpepper was named executive vice president and chief financial officer in 2013. He has a deep financial background and experience at large, decentralized, growth-oriented industrial companies. Immediately prior to joining Republic Services, he held the role of chief financial officer at Summit Materials, a leading business in the aggregates and building materials sector. Before that, he spent 21 years at CRH PLC, a large publicly-traded multinational construction materials company based in Dublin, Ireland, including two years as its principal financial officer and 13 years as the CFO of its North American operations, Oldcastle Materials. Mr. Culpepper received his B.A. and M.B.A. from the University of Michigan.

\section*{Brian Bales, Executive Vice President, Business Development}

Brian Bales was named executive vice president, business development at Republic Services in December 2008 as a result of the merger of Republic and Allied Waste. Brian served as vice president corporate development at Republic Services from December 1998 to the time of the merger. Prior to joining Republic, Brian held various management positions with Ryder System, Inc. between 1993 and 1998 including director of finance, senior manager of strategic planning and development, and manager of financial planning and analysis.

From 1988 to 1993, Brian served as chief financial officer of a group of television production and post-production companies. Brian was a staff accountant in Price Waterhouse's Entrepreneurial Business Services practice from 1986 to 1988. Brian holds a Bachelor of Arts degree in business administration, majoring in accounting, from the University of Tennessee and is a Certified Public Accountant.

Michael P. Rissman, Executive Vice President, General Counsel and Corporate Secretary Mike was named executive vice president, general counsel and corporate secretary of Republic Services in August 2009. Prior to that, he was appointed acting general counsel and corporate secretary of Republic Services in March 2009. He joined Allied Waste as vice president and deputy general counsel in 2007, and he took these same positions at Republic after our merger with Allied Waste in 2008.

Prior to joining Allied Waste, Mike was a partner at Mayer, Brown, Rowe \& Maw, LLP, in Chicago. During his 17 years with Mayer Brown, he built a national litigation, transactional, and regulatory practice, which included managing a variety of solid and hazardous waste matters for a number of clients.

Mike began his law career in 1986 when he served as law clerk to U.S. District Judge Prentice Marshall in Chicago. Next, he worked as an associate at Wilmer, Cutler \& Pickering in Washington, DC, before joining Mayer Brown.

Mike earned his A.B. from Harvard University, graduating magna cum laude in economics, and his J.D. with honors from the University of Chicago Law School.

\section*{Robert Boucher, Executive Vice President - Operations}

Bob Boucher was named executive vice president, operations in 2012. Bob has a 20 -year career in the waste industry. He began working for Republic Services in June 2010 as the area president for the Houston area. He served as president and CEO of Synagro, a position he held for eight years. Prior to that, Bob worked for Allied Waste from 1997 to 2002, in positions such as district manager and regional vice president.

He worked for Waste Management from 1994 to 1997 and for American Waste Systems from 1989 to 1994, advancing quickly up the ranks in both companies. Among his many roles were: division manager, operations manager, general manager and division president.

Among his volunteer activities, Bob serves on the board of The Joshua Tree Foundation, a nonprofit organization. Bob earned his post-graduate degree from Maine's Bridgeton Academy in 1984.

\section*{Jeff Hughes, Executive Vice President, Human Resources}

Jeff Hughes has served as executive vice president, human resources of Republic Services since December 2008. He leads activities related to organizational effectiveness, reward and recognition systems, management development, succession planning, labor and employee relations, and occupational safety.

Prior to the Republic merger with Allied Waste Industries, Jeff worked 18 years for Allied holding various leadership positions in both the field organization and at the corporate headquarters, culminating with senior vice president for eastern operations in 2004. Previously, Jeff was the assistant vice president of operations support at the Allied Waste corporate headquarters in Scottsdale, Arizona.

Jeff grew up in Kenosha, Wisconsin, and attended Ripon College where he earned a bachelor's degree in politics and government.

\section*{REPUBLIC SERVICES}

\section*{Key Personnel}

Republic Services has assembled a management and operations team that is unsurpassed in the industry. Our unique combination of traditional solid waste collection experience, recycling expertise, innovative management systems and knowledge of new technological advances in the solid waste industry places Republic Services in the best position to service the waste handling and recycling needs of Florida's communities.

Republic Services is structured along functional lines; which allows for decisions relevant to Franchise Agreement collections to be made by local managers who have direct responsibility for the Franchise Agreement and are knowledgeable of local solid waste collection, recycling, and disposal procedures. This ensures that the day-to-day operations of the Franchise Agreement will be managed by experienced local staff, with the support of a national network of solid waste professionals.

The following key personnel operate from the South Florida Area Offices and were involved in the preparation of the proposal. These individuals will oversee the City of Fort Lauderdale Franchise Agreement.

\author{
Andrew King \\ Area President 8619 Western Way \\ Jacksonville, FL 32256 \\ 904-443-2010 \\ aking@republicservices.com
}
\begin{tabular}{|c|c|}
\hline Mark Talbott & Mike Rizopoulos \\
\hline General Manager & Controller \\
\hline 751 NW 3 \({ }^{\text {st }}\) Avenue & 751 NW 31 \({ }^{\text {st }}\) Avenue \\
\hline Lauderhill, FL, 33311 & Lauderhill, FL 33311 \\
\hline 954-583-1830 & 954-327-9580 \\
\hline mtalbott@republicservices.com & mrizopoulos@republicservices.com \\
\hline Danielle DiNicola & David Lewis \\
\hline Municipal Services Manager & Sales Manager \\
\hline 751 NW 31 \({ }^{\text {st }}\) Avenue & 751 NW 31 \({ }^{\text {st }}\) Avenue \\
\hline Lauderhill, FL 33311 & Lauderhill, Fl 33311 \\
\hline 954-327-9578 & 954-327-9588 \\
\hline ddinicola@republicservices.com & dlewis@republicservices.com \\
\hline Levie Satisfield & Jon Miller \\
\hline Operations Manager & Maintenance \& Fleet Manager \\
\hline 751 NW 31 \({ }^{\text {st }}\) Avenue & 751 NW 31 \({ }^{\text {st }}\) Avenue \\
\hline Lauderhill, FL 33311 & Lauderhill, FL 33311 \\
\hline 954-658-6210 & 561-716-4446 \\
\hline Isatisfield@republicservices.com & imiller@republicservices.com \\
\hline
\end{tabular}

\section*{Special Responsibilities of Each Position}

Andrew King- Area President- Provide Area support of all facets of the Fort Lauderdale Contract. Approve Equipment purchase orders, safety and operations support. Liaison to the Region office and the corporate office for support of the Fort Lauderdale Contract.

Mark Talbott- General Manager- Local contact Executive responsible for all of Republic Services operations in Broward County including the City of Fort Lauderdale. Directs through staff frequent safety training and quality control. Responsible for compliance with the terms of the Contract.

Mike Rizopolous- Controller- Local contact Finance Executive responsible to insure that all customers are properly billed for services; franchise fees are submitted timely, reports and audits required in the Fort Lauderdale Contract to be completed timely and accurately.

David Lewis- Sales Manager- Provides sales and customer service support for the Fort Lauderdale Contract. Will be responsible for increased recycling initiatives.

Danielle DiNicola- Municipal Services Manager- Provides direct support for city staff relating to customer service, governmental, marketing support and contract compliance for the Fort Lauderdale Contract. Will be available at City Commission meetings for questions when requested.

Levie Satisfield- Operations Manager- Provides Operational direction and routing for the Fort Lauderdale Contract. Additional Responsibilities are: Safety and Customer Service training for our employees, routing enhancements.

Jon Miller- Maintenance and Fleet Manager- Provides Maintenance support and service related to fleet equipment for the Fort Lauderdale Contract. Jon will be available to customers for custom maintenance questions relating to their service area.

\section*{REPUBLIC SERVICES}

\author{
Andrew King Area President- Florida Republic Services of Florida Limited Partnership 904-443-2010
}

\section*{Objective}

Andrew has over 12 years of experience in the waste management industry, and oversees the strategic and operational direction for the State of Florida. Responsible for managing 1,480 employees in the 22 solid waste divisions which include three landfills, five transfer stations and three materials recovery facilities (recycling centers), one of which is a \(\$ 17\) million green field project in Jacksonville, FL. These operations generate \(\$ 350\) million in annual revenue with a focus on strategic integrated growth.

\section*{Experience}
October 2012- Present Republic Services Florida/ South Georgia

Area President
June 2012- October 2012
Republic Services
Gulf Coast
Area President
July 2006- June 2012 Republic Services/ Southland Waste Systems Northeast Florida
General Manager

October 2004- July 2006
General Manager
August 2003- October 2004 Region Operations Manager

August 2001- August 2003

Vivendi Environment/ Onyx
Baraboo, WI
Allied Waste Industries

Allied Waste Industries

Babl

\section*{Education}
\begin{tabular}{ll}
\hline Juris Doctorate & \begin{tabular}{l} 
Valparaiso University School of Law \\
Valparaiso, Indiana
\end{tabular} \\
Bachelors of Arts- History & \begin{tabular}{l} 
Ripon College \\
Ripon, Wisconsin
\end{tabular} \\
Municipal Contract oversight & \\
\hline \begin{tabular}{l} 
City of Jacksonville, Saint John's County, Jacksonville Beach and is now overseeing all \\
Florida, South Georgia, and South Alabama. The Region has combined annual revenue of \\
\(\$ 450\) million.
\end{tabular}
\end{tabular}

\author{
Mark Talbott-General Manager \\ Republic Services, dba All Service Refuse \\ 954-327-9555
}

\section*{Objective}

General Manager Executive that has more than 22 years of solid waste disposal, recycling, and landfill management with extensive experience in operations, safety and maintenance, risk management, finance, sales, and development of 6000 ton per month Single Stream Material Recovery Facility (MRF) along with a 2500 ton per day Class 1 Special Waste Landfill. Responsible for daily operations and directives to the division, management of employees, and revenues obtained from residential, commercial and industrial waste and recycling collections in Broward County including the City of Fort Lauderdale.

\section*{Experience}

January 1, 2013-Present \(\quad\) Republic Services of Florida L.P. \(\quad\) Lauderhill, FL
Business Unit General Manager
December 2004-December 31, 2012 Republic Services of Florida L.P. Lakeland, FL Business Unit General Manager

November 2002-December 2004 Republic Services of Pennsylvania York, PA
Assistant General Manager
December 1990-October 2001 J. P. Mascaro and Sons Harleysville, PA
Operations Manager and General Manager
Education
\begin{tabular}{ll}
\hline Bachelor of Science & \begin{tabular}{l} 
Shippensburg University of Pennsylvania \\
1990
\end{tabular} \\
\begin{tabular}{ll} 
Shippensburg, PA
\end{tabular} \\
Minor in Coaching & University of Florida TREEO Center \\
2006 & Gainesville, FL
\end{tabular}

\section*{Municipal Contracts}

City of Sunrise, City of Coconut Creek, City of Weston, City of Lauderhill, Polk County, Polk City, City of Lakeland, Davenport, Town of Lake Hamilton, Town of Dundee, Haines City, City of Lake Wales, City of Frostproof, City of Eagle Lake, City of Winter Haven, City of Mulberry, Lake Alfred, City Auburndale

\author{
Michael Rizopoulos- Division Controller \\ Republic Services, dba All Service Refuse
}

\section*{Objective}

Mike has 13 years within the solid waste industry and is currently responsible for all administrative, accounting and statistical reporting functions for Republic Services dba All Service Refuse. He ensures that financial controls and records are maintained in accordance with company policy and legal requirements. Responsible for providing and reviewing with the General Manager and staff financial statements and variance analyses, billing, account reconciliation, as well as provide analytical support and assistance for the division goals and action plans. He develops and coordinates the annual budget, and contract rates for municipality bids including the City of Fort Lauderdale.

\section*{Years of Experience}

3 years with Republic Services
8 Years Allied Waste Services
2 Years Waste Management

\section*{Education}
Bachelor of Science- Accounting Long Island University C.W. Post College

\author{
David Lewis - Sales Manager \\ Republic Services, dba All Service Refuse
}

\section*{Objective}

David has 15 years managerial work in the service industry in South Florida. David assists the General Manager in developing and implementing comprehensive business strategies and marketing plans. He prospects, organizes, and proactively manages the activities of the sales function in order to maximize sales volumes and revenue for the business unit. Participates in account management and retention activities to ensure the long term targeted, profitable sales growth of municipal hauling, homeowner's association and/or subscription residential business. Directs a staff of sales including hiring, training and performance management..

\section*{Years of Experience}

1 year with Republic Services
15 years of experience in South Florida managing Sales and Customer Service teams

\section*{Education}

Bachelor of Arts- Business Administration 1997

Florida International University Miami, FL SERVICES

\author{
Danielle DiNicola-Municipal Service Manager Republic Services, dba All Service Refuse
}

\section*{Objective}

Danielle has over 8 years working in the Governmental Relations industry. She implements the retention and customer relations strategy for the business units' existing and rebid municipal franchise agreements in South Florida. Manages all government and community affairs activities within the municipal market. Develops/implements approved strategies and activities to increase account penetration \& satisfaction to ensure profitable client retention.

\section*{Years of Experience}

8 Months with Republic Services of Florida
4 Years Broward County Sheriff's Office
5 Years Government Consulting

\section*{Education}
\begin{tabular}{ll}
\hline Political Science & \begin{tabular}{l} 
Florida Atlantic University \\
Boca Raton, FL
\end{tabular} \\
\begin{tabular}{l} 
Municipal Contracts: Sunrise, Coconut Creek, Ft. Lauderdale, Pembroke Park, Weston \\
and Lauderhill.
\end{tabular} &
\end{tabular}

\section*{Levi Satisfield III- Operations Manager Republic Services, dba All Service Refuse}

\section*{Objective}

Levi has 16 years of experience in municipal daily operations. He manages the daily operations for a hauling division and ensures maximum productivity and route management systems for commercial, roll off and residential routes. Responsible for the adherence to operating standards, the development of supervisory goals \& objectives, and the management of labor hours and disposal expenses. Manages the budget for the operations department including approval of purchase orders and vendor pricing. Interacts with customers and local, state and federal government employees to resolve customer service concerns, and ensure regulatory compliance standards are met.

\section*{Years of Experience}

2 Years with Waste Management
3 Years Waste Industries
2 Years with Ocoee Environmental Services
6 Years with Perimeter Waste Systems
3 Years with Chambers Development
Education

\author{
Bachelor of Arts- Business Administration Oglethorpe University \\ Atlanta, GA
}

Jonathan D. Miller- Fleet Maintenance Manager
Republic Services, dba All Service Refuse
954-327-9525

\section*{Objective}

Jonathan has over 20 years of heavy diesel experience and has been responsible for the scheduled and unscheduled preventive maintenance of medium and large volume fleets. Plans, organizes, directs, and manages the Division's maintenance function in order to maintain a safe, reliable, and cost effective fleet of vehicles and/or equipment and/or adequate supply of containers. He is responsible for maintaining full compliance with all safety, DOT, and preventive maintenance processes Jonathan manages a team of 20 technicians, the truck and container shop for Republic services.

\section*{Years of Experience}

10 months with Republic Services of Florida
9 years with Waste Management
2 years with Reuter Recycling
9 years with Tom Greenauer Development
4 years with the US Army

\section*{Education}

US Army Vehicle Maintenance School Fort Jackson, SC

US Army PLL/ TAMMS School- Parts Inventory Fort Ord, CA 1986

Major- Business Administration 2007

Genesee Community College Arcade, NY

\section*{Qualification and Experience Vendor}

Republic Services conducts business in Broward County as Republic Services of Florida, Limited Partnership d/b/a All Service Refuse and EnviroCycle, Inc. We employ over 230 local residents. All Service Refuse has been servicing the waste removal and recycling needs of Broward County since 1954. During that time we have provided outstanding service to many of the Broward County's municipalities. Very few companies can equal the operational capabilities, financial stability, capital resources, broad experience, geographic dispersion, integrated infrastructure, or transfer expertise that Republic Services brings to a project.

This ITB represents a great opportunity for Republic Services and an opportunity for the City of Fort Lauderdale to expand on the current successful recycling partnership with Republic Services. We are committed to staffing all areas to meet and exceed the service and performance expectations of the City.

\section*{Fort Lauderdale Project:}

Drivers: 15
Supervisors: 2
Managers: 4
In the event of equipment failure, labor issues or such, Republic has access to over 800 trucks and over 1400 personnel in the State of Florida.

The merger of All Service Refuse and Republic Services was filed May 19 2000. Please see attached Articles of Merger documentation and Fictitious Name Registration.

The following outline provides a list of current similar municipal and county contract information on solid waste collection and recycling agreements that Republic Services has throughout the State of Florida. This list is a list of municipalities/government agencies that we serve in the State of Florida representing experience in the collection and delivery of residential and commercial horticultural, solid waste, and recycling materials.

\section*{CONTRACTUAL EXPERIENCE}

\section*{CUSTOMER NAME}

Hillsborough County 601 E. Kennedy Blvd. Tampa, Florida 33601

Populatiom 842,395

CONTACT NAME
John Lyons
Director - SWMD
Ivomsi@hillsboroughcounty.org
Prime Comeractor Estimated Value \(\$ 8\) million

Description of Services: (Manual) Residential garbage, yard waste and recycling collection service for \(\mathbf{7 0 , 0 0 0}\) homes in unincorporated Hillsborough County.
Commercial and Industrial rates are not part of the Hillsborough County contract individual contracts are set up with Commercial and Industrial clients which are confidential.
Commercial FEL container collection service for 2,200 customers (6-days per week Monday thru Saturday)
Industrial (Roll-off) container and compactor collection service for \(\mathbf{1 , 2 0 0}\) customers (6-days per week - Monday thru Saturday)
Start Date: October 1, 1997 to present ( 15 years)


City of Jacksonville
117 W. Duval Street, M-150
Jacksonville, FL 32202
Population 822,038

Jeff Foster
Director, SWMD
ifoster@coimet
Prime Comtractor Estimated Value \(\$ 8\) millicom

Description of Services: (Automated) Residential curbside garbage, yard waste and recycling collection service for 71,400 homes.
Commercial and Industrial are subject to open market competition.
Start Date: Start Date: 10/2007 to present
\(* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *\)

Orange County
5901 Young Pine road Orlando, FL 32829

Popullation 742,671

James W. Becker
Director - SWMD
James.Becker@ocifmet
Prime Comeractor
et
(407) 836-6629

Estimated Value \(\$ 14.6\) milliom

Description of Services: (Manual) Residential garbage, yard waste and recycling collection service for 83.100 homes. (Zone 2-40,620-Zone 5-42,460) Commercial FEL and Industrial (Roll-off) container collection services are provided within the framework of open competition (6-days per week Monday thru Saturday).
Start Date: December 31, 2008 to present (Republic has been servicing parts of Orange County for more 10 years)

Palm Beach County
7501 N. Jog Road
West Palm Beach, FL 33412

Popoulation 590,034 Prime Contracior Estimated Vallue \(\$ 29\) million

Description of Services: (Manual) Residential garbage, yard waste and recycling collection service for approximately 101,000 single family homes and approximately 39,995 multifamily homes included in 5-zones of Palm Beach County.
Commercial: FEL container collection service of 4500 customers ( 6 -days per week Monday thru Saturday).
Industrial (Roll-off) container and compactor collection service (6-days per week - Monday thru Saturday).
Commercial and Industrial are included in the franchise agreements.
Start Date: October 1, 2008 to present (4 years for current contract. Republic has been servicing parts of the county for more then 20 years)

\begin{tabular}{lll} 
Saint Johns County & Joe Stephenson & (904) 827-6982 \\
P.O. Box 349 & Director, Solid Waste & \\
St. Augustine, FL 32084 & istephemsom@sicflous.com &
\end{tabular}

Population 172,965 Prime Contractor Estimated Value \(\$ 8\) million
Description of Services: (Manual) Residential garbage, yard waste and recycling collection service for 39, 406 homes.
Commercial and Industrial (Roll-off) container collection services are subject to open market competition.
Start Date: October 1, 2003 to present


Description of Services: (Manual) Residential garbage and yard waste collection service for 55,000 homes.
Commercial FEL container collection service (6-days per week - Monday thru Saturday). Industrial (Roll-off) container and compactor collection service (6-days per week - Monday thru Saturday).
Commercial and Industrial rates are not part of the Hernando County contract individual contracts are set up with Commercial and Industrial clients which are confidential.
Start Date: January 1, 2012 to present (Republic has been servicing part of Hernando for more than 10 years)


Volusia County
3151 E. New York Avenue
DeLand, FL 32724
Popullation 115,830

Leonard Marion
(386) 943-7889

Solid Waste Director
Imarion@co.volusia.flus
Prime Contractor Estimated Value \(\$ 7.4\) minllion

Description of Services: (Semi-automated) Residential garbage with 96 gallon carts provided for solid waste (customer can put out an additional 36 gallon container of their own) and bins (provided by county) for dual stream recyclables. 44,800 homes. Commercial FEL and Industrial (Roll-off) container collection services are provided within the framework of open competition ( 6 -days per week Monday thru Saturday).
Start Date: 1/1/2012 to present
All Trucks are natural gas velhicles for this contract.


City of Sunrise
10770 W. Oakland Park Bl.
Sumrise, FL 33351
Populatiox 84,375

Harry Cruz
Utility Finance Mgr.
Herue@sumrise.gov
Prime Contractor Estimated Value \$1II milliom

Description of Services: (Manual) Residential garbage, bulk waste service for 31,562 homes. (Automated) recycling collection with 18,000 carts.
Commercial: FEL container service 565 customers (6-days per week - Monday thru Saturday).
Industrial (Roll-off) container and compactor collection service (6-days per week - Monday thru Saturday).
Start Date: July 1, 1996 to present
\(* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *\)

City of Weston
2599 S. Post Road
Weston, FL 33332
Population 65,237

Karl Thompson
(954) 385-2600

Public Works Director Kthompson@westonfl.org

Prime Contractor Estimated Value \(\$ 4\) million

Description of Services: (Automated) Residential curbside containerized curbside garbage, bulk waste and single stream manual recycling collection service for \(\mathbf{1 7 , 6 3 0}\) homes. Commercial: FEL container collection service for 215 customers (6-days per week Monday thru Saturday).
Start Date: January 1, 2004 to present


City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063
Population 53,915

Jim Berrman
(954) 973-6780

Public Works Director
jberrman@coconutcreek.net
Prime Comtractor Estimated Value \(\$ 3.6\) minlion

Description of Services: (Manual) Residential curbside garbage, bulk waste and single stream semi-automated containerized recycling collection service for 7,767 homes. Commercial FEL container collection service (6-days per week- Monday thru Saturday). Start Date: February 1, 1995 to present

\section*{Business Plan}

The following is a business plan detailing the Republic Services of Florida, LIMITED PARTNERSHIP d/b/a All Service Refuse communication, staffing, equipment, and resources to satisfactorily perform under this contract.

Republic is known for its seamless cross-functional integration, well organized, systematic planning of new contacts with key emphasis on an optimal clear communication between Republic, the City and the City's residential customers prior to, during, and after the start of a new contract. With every new contract, Republic prepares a comprehensive program plan that outlines the responsibilities among the various key employees. If awarded the bid by the City Commission, Republic will immediately begin the start-up process. Republic's team including the General Manager, Controller, Operations Manager, Municipal Services Manager, and others as needed or hired will begin a plan of action that will begin the process of a smooth and transparent transition.

Safety is of paramount importance at Republic Services. As the leader in our industry, Republic Services is dedicated to the safety of our employees, customers and the general public. Thus, Republic Services is proposing to use Compressed Natural Gas vehicles to service the City of Fort Lauderdale. All collection vehicles will be new CNG equipment for this contract. Each collection vehicle is equipped with a state-of-the-art Two-Way communications phone. Every phone contains a Direct Connect feature that allows instant communication. Trucks that are dedicated to the City of Fort Lauderdale will be equipped with a GPS tracking device with supervisor access via mobile and laptop computer.

Republic Services employees also use a customized, fully integrated software tool called InfoPro. Customer service inquiries and scheduling, dispatching and routing, invoicing, collections and reporting are just some of the functions performed daily using this system. One of the primary functions of InfoPro is communicating between staff members within or between hauling companies with Republic Services. Real-time information can be conveyed through InfoPro utilizing the Service Recording notes function. All users can efficiently access pertinent customer information as well as send information and/or inquiries to co-workers through this user-friendly platform. Being that InfoPro is a company specific-software, the Company is continually modifying and upgrading this system to better assist its' users and customers alike.

\title{
Republic Services will use new Compressed Natural Gas (CNG) vehicles if awarded the
} franchise agreement in Fort Lauderdale.

\title{
Equipment Availability and Capability
}

Included are detailed Specifications of the vehicles, we intend to use if awarded the Franchise Agreement with the City of Fort Lauderdale.

\section*{1. Garbage Collections:}

10 Automated Side Loader Trucks- Mack/Heil 28yd. - Garbage Collection

\section*{2. Yard Collections:}

4 Automated Side Load Trucks- Mack/Heil LEU 28 yd. - Yard Collection

Republic will maintain current routing for the start of the contract. We will assign two (2) Route Supervisors dedicated exclusively to the City of Fort Lauderdale. Both are provided with a laptop computer with all necessary software and Communication device that has all necessary communications software, including a direct line cellular telephone and email.

\section*{Maintenance}

All Service Refuse has a sixteen (16) bay complete vehicle maintenance facility located at 751 NW 31 Ave., Lauderhill, FL 33311. All maintenance is completed at this facility with the exception of warranty work. The maintenance department is open six (6) days per week from 5:00am to \(11: 00 \mathrm{pm}\).

Trucks will be maintained in a manner reflecting a professional image and providing safe and efficient operations for employees and customers. Preventative maintenance is vital to assure the longevity and productivity of the truck fleet. The Daily Inspection Sheets, completed by the drivers and the Maintenance Schedule are both valuable tools used by the shop facility as part of the maintenance shop regimen.

Superior Wash, Inc. of Pompano Beach, Florida washes every All Service vehicle once per week.

All materials and equipment are \(100 \%\) asbestos free.

\section*{Automated Side Loader \\ Heil DuraPack 7000}


\section*{Performance Specifications:}

Lift Load Capacity: Up to \(1,600 \mathrm{lbs}\).
Lift Cycle Time: 8 seconds
Lift Reach: 6 ft .
Compaction: Up to 900 lbs . per \(\mathrm{yd}^{3}\)
Working RPM: 750 (operate-in-gear-at-idle)

\section*{Automated Lift Specifications:}

Lift Load Capacity: 1,600 lbs.
Cycle Time: 8 seconds at idle
Reach: 6 ft . from side of body to centerline of container
Ground Clearance: 13 in. empty
Overall Width: Within 96 in . legal limit with lift in stowed position Weight: Approximately \(1,500 \mathrm{lbs}\).

\section*{Chassis Requirements (28yd \({ }^{B}\) ):}

Body Specifications (28yd \({ }^{3}\) ):
Body Capacity: 28yd \({ }^{3}\)
Overall Length: 284in.
Overall Length (Tailgate Raised): 342in.
Overall Width: 96in.
Overall Height Above Frame (body lowered): 103in.
Overall Height Above Frame (body raised): 190in.
Overall Height Above Frame (tailgate raised): 180in.
Gross Weight (Route Ready): 16,700lbs.

\section*{Front Loader Heil Half/Pack Freedom}


\section*{Performance Specifications:}

Container Dump Cycle Time: 18-20 seconds
Packer Cycle Time (eject): 22-26 seconds at idle
Arms Lifting Capacity: \(8,000 \mathrm{lbs}\). (tested to \(16,000 \mathrm{lbs}\).)
Compaction Force: \(117,000 \mathrm{lbs}\).
Body Specification ( \(28 \mathrm{yd}^{3}\) ):
Body Capacity: \(28 \mathrm{yd}^{3}\)
Hopper Capacity: \(12 \mathrm{yd}^{3}\)
Gross Capacity: \(40 \mathrm{yd}^{3}\)
Gross Weight (approx.): 15,200 lbs.
Overall Length (Arms Down, Forks Tucked): 415in.
Overall Width: 96in.
Overall Height (Above Frame): 107in. arms down; 120in. arms up
Chassis Requirements ( \(28 \mathrm{yd}^{3}\) ):

\section*{Hydraulic Specifications:}

Type: Single Vane
Maximum Operating Pressure: \(2,500 \mathrm{psi}\)
Working RPM: Approximately 1,300 RPM
Flow at Working RPM: 50 GPM
Tank Capacity (net): 50 gallons
©APRLICATION FOR REGISTRATION OF FICTITIOUS NAME
Note：Acknowiedgements／certificatas will be sent to the address In Section 1 only．

FLED
sechetarivo state DIVISION OF CORPORATIONS

08 JUL I8 PM 1：51

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\(07 / 13 / 08-01005-017\) 粎50．00
This space for office use only

A．Owner（s）of Fictitious Name If individual（s）：（Use an attachment if necessary）：
1.
\begin{tabular}{lll}
\hline Last & First & M．1． \\
\hline Address & & \\
\hline City & State & Zip Coda
\end{tabular}
2.


B．Owners）of Fictitious Name li other than an individual：（Use attachment if necessary）：

1．Republic Services of Florida，Limited Partnership Entity Name
110 S．E．6th Street，28th Floor
Address
Fort Lauderdale FL． 33301


FE I Number：65－0965470
\(\square\) Applied for \(\square\) Not Applicable
2.
\begin{tabular}{lll}
\hline Entity Name & & \\
\hline Address & & \\
\hline City & & \\
Florida Registration Number & & \\
\hline
\end{tabular}
\(\qquad\)

I（wa）the undersigned，being the sole（all the）party（ies）owning interest in the above fictitious name，certify that the information indicated on this form is true and accurate．In accordance with Section 865.09 ，F．S．， 1 （we）understand that the signatures）below shall have the same legal effect as if



Phone Number：954－769－2400
Signature of Owner Date

Phone Number： \(\qquad\)

\section*{FOR CANCELLATION COMPLETE SECTION 4 ONLY：} FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4 ：

I（we）the undersigned，hereby cancel the fictitious name \(\qquad\) ，which was registered on \(\qquad\) and was assigned
registration number \(\qquad\)
Signature of Owner Date \(\quad\) Signature of Owner \(\quad\) Date

Mark the applicable boxes \(\square\) Certificate of Status－\(\$ 10 \quad \square\) Certified Copy－\(\$ 30\) NON－REFUNDABLE PROCESSING FEE：\(\$ 50\)





ALL SERVICE REFUSE COMPANY, INC. (646976), A Florida corp.
into
REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, a Delaware entity B99000000467

File date: May 19, 2000
Corporate Specialist: Buck Kohr

\section*{ARTICLES OF MERGER}

The articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382\%, and /or 620.203, Florida \$tatutes.

HIRST: The exact name, street address of its principal office, jurisdiction, and entity type forme merging party is as follows:

Name and Street Adpress . . Jurisdiction . . . . Entity Type
All Service Refuse Company, Inc. Florida corporation
110 S.E. \(6^{\mathrm{h}}\) Street, \(28^{\mathrm{th}}\) Floor
Ft. Lauderdale, FL 33301
Florida Document/Registration Number: 646976 FEI Number: 59-1956352


SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party is as follows:
\begin{tabular}{lll} 
Name and Street Address \\
Republic Services of Florida, & Jurisdiction & EntityType \\
Limited Partnership & Delaware & Limited Partnership
\end{tabular}

110 S.E. \(6^{\text {th }}\) Street, \(28^{\text {th }}\) Floor
Ft. Lauderdale, FL 33301
Florida Document/Registration Number: B99000000467 FEI Number: 65-0965470
THIRD: The Plan of Merger attached hereto as ExhibitA, meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporations, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTAR: The Plan of Merger attached hereto as Exhibit A, was approved by each of the other business entities that are a party to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partuers, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SLXIH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger of the amount, if any, to which they are entitled under section(s)
607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and not prohibited by the agreement of any partnership or limited partnership or the regulations or \({ }^{\rho}\) articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:
The date the Articles of Merger are filed with Florida Department of State
OR
May19. 2000
(Enter specific date. NOTE: Date cannot be prior to the date of filing.)
TENTE: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

\section*{ELEVENTH: SIGNATURE(S) FOR EACH PARTY:}

MEROING ENTITY:
ALL SERNICRTEFUSE COMPANY, INC.

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP
By: Its General Partner


\section*{PLAN OF MERGER}


\section*{RECITALS}

The boards of directors and shareholder of the Merging Entity and the partners of the Survivor have deternined that it is advisable and in the best interests of each shareholder and the partners that the Merging Entity be merged (the "Merger") with and into Republic Services of Forida, Limited Partnership on the terms and subject to the conditions set forth herein.

\section*{ARTICLE I}

\section*{THE MERGER}

At the Effective Time (as defined in Article V hereof), the Merging Entity shall be merged with and into the Survivor in accordance with the Florida Business Corporation Act (the "Act"), and the separate existence of the Merging Entity shall cease and the Survivor shall thereafter continue as the surviving limited parmership under the laws of the State of Florida.

\section*{ARTICLE I}

\section*{THE SURVIVING LIMITED PARTNERSEIP}
A. At the Effective Time, the Certificate of Limited Partuership of the Survivor, as in effect immediately prior to the Effective Time, shall be the Certificate of Limited Partnership of the Surviving Limited Partnership.
B. At the Effective Time, the Limited Partnership Agreement of the Survivor, as in effect immediately prior to the Effective Time, shall be the Limited Partnership Agreement of the Surviving Limited Partnership, until thereafter altered, amended or repealed.
C. At the Effective Time, the officers and directors of the partners of the Survivor shall be the officers and directors of the partners of the Surviving Limited Partnership until their successors are elected and have qualified.
D. At the Effective Time, the name and address of the registered agent of the Survixor shall be CT Corporation System, 1200 S. Pine Island Road, Plantation, Florida 33324.

\section*{ARTICLE III}

MANNER AND BASIS OF CONVERTING SHARES

At the Effective Time, each share of common stock of each of the Merging Entity, which shall be issued and outstanding, shall be automatically canceled and extinguished without any conversion thereof.

\section*{ARTICLE IV \\ EFFECT OF MERGER}

At the Effective Time, all property, subsidiaries, rights, privileges, powers and franchises of the Merging Entity shall vest in the Survivor, and all liabilities and obligations of the Merging Entity shall become liabilities and obligations of the Survivor, including, the payment of all fees and franchise taxes.

\section*{ARTICLE \(V\)}

\section*{EFFECTIVE TMME}

As used in this Agreement, the term "Effective Time" shall mean May 19, 2000, not the date and time of filing of Articles of Merger with the Secretary of State of the State of Florida with respect to the Merger.
[END OF DOCUMENT]

\section*{State of Florida Department of State}

I certify from the records of this office that REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP is a Delaware Limited Partnership, authorized to do business in the State of Florida on December 27, 1999.

The document number of this Limited Partnership is B99000000467.
I further certify said Limited Partnership has paid all filing fees due this office through December 31, 2013, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of October, 2013


Authentication ID: CU9948908161
To authenticate this certificate, visit the following site,enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

\section*{CERTIFICATE OF SECRETARY}

The undersigned, Secretary of REPUBLIC SERVICES OF FLORIDA GP, INC., a Delaware corporation, the general partner (the "General Partner") of REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on July 15,2011 , that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

\section*{RELATING TO THE BID \\ TO PROVIDE SOLID WASTE COLLECTION SERVICES \\ FOR THE CITY OF FORT LAUDERDALE IN THE STATE OF FLORIDA}

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, in connection with the day-to-day business activities of the Partnership, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that MARK TALBOTT holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this \(4^{\text {th }}\) day of October, 2013.



MAll. your notice with your chack payable to:
Broward County Tax Collector, 115 S. Andrews Ave. Rm A-100, Fort Lauderdate FL. 33301
\begin{tabular}{|c|c|c|c|c|}
\hline \multirow{4}{*}{Receipt Number} & \multirow{4}{*}{326-3550} & \multicolumn{2}{|r|}{\multirow[t]{4}{*}{\begin{tabular}{l}
Amount: \\
Arrears: \\
Penalty:
\end{tabular}}} & \multirow[b]{4}{*}{\[
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\$ 0.00 \\
\$ 0.00
\end{array}
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\hline & & & & \\
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\hline & & & & \\
\hline Location Address: Type of Business: & \multicolumn{3}{|l|}{751 NW 31 AVE COURIER/TRANSPORT/DLVRYITOWING} & \\
\hline & & \multicolumn{2}{|r|}{By September 30} & \$150.00 \\
\hline \multirow[t]{3}{*}{} & \multirow[t]{3}{*}{} & \multirow[t]{3}{*}{\[
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\text { Sept } 30 \\
\text { Pay }
\end{gathered}
\]} & Oct - \(\$ 165.00\) & Dec: \(\$ 205.00\) \\
\hline & & & Nov 1-29: \(\$ 172.50\) & \multirow[t]{2}{*}{After Dec 31: 2212.50} \\
\hline & & & Nov 30: \(\quad \$ 197.50\) & \\
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REPUBLIC SERVICES INC
ALL SERVICE REFUSE REPUBLIC SERV 751 NW 315T AVE
FORT LAUDERDALEE, FLi 33311-6627

\title{
Western Surety Company
}

\section*{BID BOND}

\author{
Bond No. Bid Bond
}

KNOW ALL MEN BY THESE PRESENTS, that we, Republic Services of Florida, LImiled Partnership as Principal (hereinafter called the "Principal"), and Western Surety Company
P. O. Box 5077, Sioux Falls, SD 57117.5077
(hereinatter called the "Surety"), are held and firmly bound unto City of Ft. Lauderdale as Obligee, (hereinafter called the "Obligee"), in the sum of 5 of the amount of the bid deseribed below but not to exceed Five Percent of the total annual bid amount Dollars (\$ \(\qquad\) 5\% \(\qquad\) ) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid to Obligee for Solid Waste Collection Services

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid or, in the event of the failure of the Principal to enter into such a contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and the next low bid received by the Obligee for the work covered by Principal's bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, THOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this \(\quad\) 9th ___ day of \(\quad\) October \(\quad 2013\).
Republic Services of Florida, Limited Partnership


Western Surety Company


Johanne S. Puckett
Attomey-ilin-Fact

October 9, 2013

City of Ft . Lauderdale
100 N Andrews Avenue
Ft. Lauderdale, FL. 33301
RE: Republic Services of Florida, Limited Partnership

\section*{Gentlemen:}

We are writing to you at the request of Republic Services of Florida, Limited Partnership This principal has or is about to submit a proposal for Bid for Solid Waste Collection Services

If a contract for this work is awarded to Republic Services of Florida, Limited Partnership , Western Surety Company a surety licensed to conduct business in the State of FL has agreed to act as surety on the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.
Sincerely,
Johannes Puckett
Johann S. Puckett
Attorney-in-fact
Western Surety Company

\title{
Westem Surety Company
}

\section*{POWER OF ATTORNEY APPOTNTING INDIVDUUL ATTORNEY-IN-IFACT}

Know All Men by These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux. Fails, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

\author{
Johanne \(\mathbb{S}\) Puckett, Jacqueline Hampton, Michelle Patterson, Individually
}
of Greenville, SC, its true and lawful Attomey(s)-in-Fact with full power and authority hereby confereed to sign, seal and execute for and on its behalf bonds, undertakings and oller obligatory instruments of similar nature

\section*{- In Unlimited Amounts -}
and to bind it thereby as fully and to the same extent as if such instruments were sigued by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hexcby given, axe hereby ratified and confirmed.

This Power of Aumem is made andexecuted pursuant to and by authority of the By-Lawy printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15 th day of June, 2012 .


WESTERN SURETY COMPANY

\(\left.\begin{array}{l}\text { State of South Dakota } \\ \text { County of Minnehaha }\end{array}\right\}\)
On this 15 th day of June, 2012, before me personally came Paul \(T\). Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My conmission expires
\(\qquad\)


\section*{CERTEFICATE}

X, L. Nelson, Assistant Secretary of WESTBRN SURETY COMPANY do hereby certify that the Power of Attomoy hereinabove set forth is still force, and further certify that the By-Law of the copporation printed on the reverse hereof if stif) in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \(\qquad\) day of \(\qquad\)



\section*{POWHROF ATTORNTEX}

 SSRVICESS USA, NJC, actigg through and by any of Johame S. Wholkeft andon Michelle Raterson andor
 as surety thereon or otherwise, boinds of axy of the tollowing elasseg, to whit.
 those required or permited under the laws or regulatons elating to Customs or Sntemal Revenue, Hicense and permitibonds of other indeminity bogdsy under the laws, oxdifances or regulations of any state, sity, town, village, board, other body orgarization, publis or private; bonds to transportation companiess lost instrument bonds; lease bonds; worker"'s compansation bonds; miscellianeous sirety bonds; and bonds on bohalfor. . notaries publio; sherifis, deputy sherifterand simititar publide officials.
2. Surely bonds and or bid bonds on behaforrepeuble sixivices, inc, and its sabsidiaxies in connection with bilds, proposils or contracts.
To sfgn and seal all bid bondand and surefy bonds af or below the monetary thresthold of Eive Million Dollars ( \(\$ 5,000,000,00\) ) on behalf of REPLBLIC SERVICBS, INC. and its subsidiariés, relating to the provision of solld waste collection, transportation, recyoling:or disposal services By REPUBLLC SERVICES, ANC, and its subsidiaries. REPGBELC, SERVICES, RNC, hereby \&qress to ratify and confirn whatsoever WitL FARGOINSURANCE SERVICES USA, INC, shail law fully do piarbuant to thas power of atomey and the Client Service Agreement dated October \(155_{x} 2008\) between WELLS \(\#\) ARGO ANSURANCE SERVICES USA, INC, and REPUBLIC SERVICES, INC, and until notice or revocatlon has been given by REPUBLLIC SERY VCES, INC. the aets of said aitomey shall be binding on tha undersigned.

IN WITNESS WHEREOF, this. Rower of Attopney has been signed this 29 th day of June, 2012 , on bebalf of REPUBLIC SERVICES, INC. by its Senior VicePresident and Treesuer, EdWard A, Lang, III

\section*{STATB OR ARIZONA}


COUNTY O MARICOPA
Subscribed and sworn to before the this It thin day of Suly , 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Servicess Inc.


CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES beLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

\section*{INSURED}

REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054
\begin{tabular}{|c|c|}
\hline \multicolumn{2}{|l|}{CONTACT NAME:} \\
\hline PHONE (AIC No.Ext): \(\quad\) FAX (A/C No.Ext): & \\
\hline \multicolumn{2}{|l|}{E-MAIL ADDRESS:certificateteam@ccmsl.com} \\
\hline INSURER(S) AFFORDING COVERAGE & NAIC \# \\
\hline INSURER A: OLD REPUBLIC INSURANCE COMPANY & 24147 \\
\hline INSURER B: ILLINOIS UNION INSURANCE COMPANY & 27960 \\
\hline INSURER C: NATIONAL FIRE \& MARINE INSURANCE COMPANY & 20079 \\
\hline INSURER D: & \\
\hline INSURERE: & \\
\hline INSURER F: & \\
\hline
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COVERAGES
CERTIFICATE NUMBER: 374480
REVISION NUMBER: 2
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 3752 - Named Insured Includes: Republic Services of Florida, Limited Partnership - Dba: All Service Refuse Hauling
Division Number: 3761 - Named Insured Includes: Envirocycle, Inc. - Dba: Envirocycle

\section*{CERTIFICATE HOLDER}
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\(\qquad\)
LOC \#: \(\qquad\)
\begin{tabular}{|c|c|c|}
\hline AGENCY & & NAMED INSURED \\
\hline POLICY NUMBER
See First Page & & \begin{tabular}{l}
18500 N. ALLIED WAY \\
PHOENIX, AZ 85054
\end{tabular} \\
\hline \[
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& \text { CARRIER } \\
& \text { See First Page }
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\] & NAIC CODE & EFFECTIVE DATE: \\
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\section*{ADDITIONAL REMARKS}

\section*{THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.}

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.
GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

\section*{AUTO LIABILITY:}

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.
WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where ailowed by state law.
TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (\#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Pian.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Additional Insured includes: City of Fort Lauderdale, when required by written contract.

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\section*{Supplier Response Form \\ BID/PROPOSAL SIGNATURE PAGE}

How to submit bids/proposals: it is preferred that bids/proposals be submitted electronically at wuw. bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.
Submitted by: Mark W. Talbott
(Authorized signature)
10/9/2013

Name (printed) Mark W. Talbott *Title: General Manager
Name (printed) Mark W. Talbott *Title: General Manager
(date)

Company: (Legal Registration) Republic Services of Florida, LLP d/b/a All Service Ref *
CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORIY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE 8607.1501 (visit http://www.dos.state.fl. us/).

Address: 751 NW 31st Avenue
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|}
\hline City: Lauderhill & \multicolumn{3}{|c|}{* State: Fiorida} & \multicolumn{3}{|l|}{* Zip: 33311} & \multicolumn{3}{|l|}{} \\
\hline Telephone No......
mtalbott@republicservices.com & 954-583-1830 & * FAX & & No. & & & 4-584-1453 & & * Email: \\
\hline Delivery: Calendar days after 45 & receipt of P & Purchase & Order & (section & 1.02 & of & General & & ditions): \\
\hline Payment Terms (section 1.04): 45 & \multicolumn{5}{|r|}{* Total Bid Discount (section 1.05):} & \multicolumn{2}{|l|}{No} & \multicolumn{2}{|l|}{} \\
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Does your firm qualify for MBE or WBE status (section 1.09): MBEWBE

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

Addendum No. Date lssued
\# 1 (Eligibility, Insurance, and * Pre-Bid Sign-in- Sheet) 9-25-13 . \# 2 (Disposal Tickets) 9-26-13 : *
P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?
YES \(\square \quad\) NO \(\square\)
VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this
solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances: None
revised 11-29-11

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.) To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Usemame ddinicola@republicservices.com
Password
*
4 Sowe Trte Exenution t Cloge
* Required fields

\section*{ADDENDUM NO. 1}

ITB 643-11289
SOLID WASTE COLLECTION SERVICES
ISSUED September 25, 2013
1. This addendum is being issued to make the following change:
a. Replace last bullet of ITB PART I INFORMATION SPECIAL CONDITIONS, Section . 05 ELIGIBILITY with the following: "Bidder shall disclose any claims settled or pending between it and a State of Florida municipality or County in the last five (5) years."
b. Replace Commercial General Liability Insurance language of ITB PART I INFORMATION SPECIAL CONDITIONS, Section 21. INSURANCE with the following: "Commercial General Liability The Provider shall carry, in its own name, a comprehensive liability policy for its operations, other than automobile, with limits of at least two million dollars ( \(\$ 2,000,000.00\) ). Said limits may be a combination of basic and excess liability insurance. The general liability policy must not exclude pollution coverage and provide a separate limit of at least two million dollars ( \(\$ 2,000,000.00\) ) or the Provider must carry a separate pollution liability policy with limits of at least one million dollars (\$1,000,000.00)."

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company
Name: _Republic Services of Florida, LLP d/ofa All Service Refuse


Date: 10/9/2013

City of Fort Lauderdale - Procurement Services Division 100 N. Andrews Avenue, 619 - Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchaseafortlauderdale gov

\section*{ADDENDUM NO. 2}

ITB 643-11289

\section*{SOLID WASTE COLLECTION SERVICES}

ISSUED October 3, 2013
1. This addendum is being issued to make the following change:
a. Add list of Bidder questions and City responses in BidSync.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company
Name:
Republic Services of Florida, LP d/b/a All Service Refuse


Date: 10/9/2013

\title{
Question and Answers for Bid \#643-11289 - Solid Waste Collection Services
}

\section*{OVERALL BIO QLESTIONS}

\section*{Question 1}

What is the particlpation rate of the yard waste customers?
What is the average tons per load of the yard waste foads delivered to Sun Bergeron?
What are the current number of collection routes operated by Cholce on both Garbage and Yard Waste?
Is the Unit price considered the annual price per unit?
Are the Payment and Performance Bond one in the same?
How much has the current contractor spent on broken or damaged carts over the term of the agreement?
What is the price for garbage and yard waste per month per unit?
How many homes per day per route does the current contractor collect? (Submitted: Sep 17, 2013 4:16:24 PM EDT) Answer
- 1. Unknown
2. Varies based on truck used.
3. Unknown.
4. NO.
5. No.
6. Unknown.
7. Unknown.
8. Unknown. (Answered; Sep 24, 2013 3:57:51 PM EDT)

Question 2
How many ties per week/ month does the current contractor callect? (Submitted: Sep 17, 2013 4:16:58 PM EDT) Answer
- Twice weekly garbage, once weekly yard waste (Answered: Sep 24, 2013 3:57:51 PM EDT)

\section*{Question 3}

Service Test period? This seems unusual in that if awarded a contractor wit invest several hundreds of thousands of dollars in trucks and manpower, Funding for this equiptment cannot be secured if subject to a test period. Can this be amended to remove this? (Submitted: Sep 17, 2013 4:19:12 PM EDT)
Answer
- No (Answered: Sep 24, 2013 3:57:51 pM EDT)

Question 4
On page 2 of the Bid document under the Item Response Form the vendor is asked to submit a unit price. I am unclear as to the definikion of the unit price. Would you please clarify? (Submitted: Sep 18, 2013 2:52:41 PM EDT)
Answer
- Bid Item 1 Example for garbage twloe weekly collection: monthly price \(=\$ 2.00 \times 37,088\) units \(=\$ 74,176\) per month bid price.
Bid Item 2 Example for yard waste once weekly collection: monthly price \(=\$ 1,00 \times 37,088\) units \(=\$ 37,088\) per month bid price. (Answered: Sep 24, 2013 3:57:51 PM EDT)
Question 5
On page 11 of the bid document Item 25, is asking for a payment and performance bond in the amount of \(\$ 5,000,000.00\). Does this mean a Performance Bond of \(5,000.000 .00\) and a payment. Bond of \(\$ 5,000,000.00\) are both required? (Submitted: Sep 18, 2013 2:57:02 PM EDT) Answer
- Yes (Answered: Sep 24, 2013 3:57:51 PM EDT)

\section*{Question 6}

What is the current rate the City is paying for the current service of \(2 x\) week Cart Garbage collection and \(1 x\) weekly Yard Waste Cart Collection? (Submitted: Sep 19, 2013 8:24:17 AM EDT)
Answer
- Contract 682-9843-\$7.74/unit for combined garbage and yard waste (City pays disposal).

Contract 692-10119-\$6,74/unit for solid waste (City pays disposal), \(\$ 3.15 /\) unit for yard waste (contractor pays

\section*{disposal). (Answered: Sep 24, 2013 3:57:51 PM EDT)}

Question 7
Does the Hauler or the City bill the residential and commercial customers? (Submitted: Sep 19, 201.3 8:25:30 AM EDT) Answer
- The City (Answered: Sep 24, 2013 3;57:52 PM EDT)

Question 8
Can any commercial account that currently has dumpster service (metal front load container), change their service to cart service?
I there a limit to the number of carts a commercial location can have?
Page 13, section 2.04 carts- Is the contractor responsible for to replace any carts that are lost due to hurricane?
Page 15, section 2.06 pick up pollcy- Will the clty consider any day changes that are submitted by the contractor, in an effort to improve service and efficiency?
Can you supply how many routes the current vendor is operating in the city for the residential solid waste?
Can you supply how many routes the current vendor is operating in the city for the residential yard waste collection? What are the current rates for residential solid waste collection?
What are the current rates for residential yard waste collection?
What is the franchise fee on the current residential coilection contract? (Subnitted: Sep 19, 2013 2:52:55 PM EDT)
Answer
- 1. No.
2. NO.
3. No.
4. Yes.
5. No.
6. No.
7. See resporises to Question 6.
8. See responses to Question 6.
9. Currently not collected (Answered: Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 9}

Who pays for the disposal on the free service to the city facilities? (Submitted; Sep 19, 2013 3:04:11 PM EDT) Answer
- City provided loads are segregated. (Answered: Sep 24, 2013 3:57:51 PM EDT)

Question 10
Does the city supply the recycling containers to be used at the city facilities?
Does the city supply the frontload dumpsters to be used at the city facilities? (Submitted: Sep 19, 2013 3:29:06 PM EDT) Answer
- No, City provides carts. Contractor provides FEL as required. (Answeredt Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 11}

Page 5 , Section 05 - Eligbility; Would the city consider changing the ellgblity requirment listed under the first bullet point to require the bidding entity to specifically have a minimum of five (5) years of experience in the "residental" solld waste collection business? (Submitted: Sep 20, 2013 12:58:16 PM EDT)
Answer
- No. (Answered: Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 12}

Page 8, Section 19 - No Exclusive Contract/Additional Services
What type of "additional items or services of a similar nature" does the City contemplate requiring from the Contractor as listed in the second paragraph of this section? (Submitted: Sep 20, 2013 1:04t52 PM EDT)
Answer
- This is intended to aillow the city to keep up with changes in the industry and needs that may develop during the term of this contract. This could include adding additional materials for curbside collection, amending the method of collection (cart service vs, another container) and other such considerations. (Answered: Sep 25, 2013 4:12:23 PM EDT)

\section*{Question 13}

Page 10, Section 24 - Bld Surety
Would the city consider changing the requirement of having a bid security in the amount of five (5) percent of the total
annual bid amount to be a "minimum" of five (5) percent of the total annual bld amount? (Submitted: Sep 20, 2013

1:1:3:07 PM EDT)
Answer
- No. (Answeredi Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 14}

Pige 11, Section 25 - Payment and Perfommance Bond
The amount of payment and performance bond is excessive given that it will be over the current annual cost billed to the City inctuding franchise fees. Would the City considering reducing the amount of the payment and performance bond? (Submilted: Sep 20, 2013 1:17:12 PM EDT)
Answer
- No. (Answered: Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 15}

Page 13, Section 2.04 - Carts
How would the Contractor know if the containers are missing as it relates to the requirment found in the third paragraph of thls section? Please clarify, (Submitted: Sep 20, 2013 1:21:55 PM EDT)
Answer
- This would simply be the Contractor informing the City if a resident consistently fails to use a cart when placing materials to the curb (bagged trash at curb, yard waste bagged at curb). (Answared: Sep 25, 2013 4:12:23 PM EDT)
Question 16
Page 15, Section 2.06 PIck-Up Policy
As it pertains to the first bullet point in this section, does the City intend not to have the same truck at the same time collecting garbage and yard waste or can the same truck at different times collect garbage and then yard waste separately? Please clarify. (Submitted: Sep 20, 2013 1:26:39 PM EDT)
Answer
- The same truck may be used provided the loads are not commingied and are disposed of separately.
(Answered: Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 17}

Page 15, Section 2.06
How would divers know if yard waste is clean of other waste as it pertains to the requirement in bullet point 7 of this section? Please clarify. (Submitted: Sep 20, 2013 1:28:46 PM EDT)

\section*{Answer}
- The current procedure is the drivers do a visual inspection of the cart prior to loading (if being collected in a seml-automated or manuai truck) or as the cart is being emptied to identify the yard waste collected is free from contamination. (Answered: Sep 25, 2013 4:12:23. PM EDT)

\section*{Question 18}

Page 16, Section 2.08 Special Pick-Up/Community Service
Who is paying for disposal for this type of additional service?
Please define code compliance purpose as thls definition can be rather broad. (Submitted: Sep 20, 2013 1:31:34 PM EDT) Answer
- City pays disposal (Answered: Sep 24, 2013 3:57:52 PM EOT)

\section*{Question 19}

Page 16, Section 2.09 City Facility Trash and Recycling Services
Would the Clty consider striking the words recyeling service as this bid is not for recyding services?
Can the dity please define the service that is to be provided at all City facilties to be ordinary services rather than extraordinary service. For example, providing non-compaction containers and servicing a City facility that is being teared down would be an extraordinary service not required to be performed by the Contractor. (Submitted: Sep 20, 2013 1:38:17 PM EDT)
Answer
- 1. No.
2. This would exclude construction and demolition materials (Answered: Sep 24, 2013 3:57:52 PM EDT)

\section*{Question 20}

Page 17, Section 2.12 Disposal
Would the City consider placing a mileage limitation if the Contractor is redirected to a different disposal location than the
ones that are currently provided and listed in this section? (Submitted: Sep 20, 2013 1:40:28 PM EDT) Answer
- No. (Answered; Sep 24, 2013 3:57:51 PM EDT)

\section*{Question 21}

Page 20, Section 2.16 Equipment
What percentage of the fleet would a Contractor be required to have as an alternative fuel vehcile as it relates to the seventh paragraph in this section? (Submitted: Sep 20, 2013 1:43:48 PM EDT)
Answer
- 100\% of fleet (Answered: Sep 24, 2013 3:57:51 PM EDT)

\section*{Question 22}

Who pays for the gratis containers in the bid, both for commercial front load containers and for the totters? (Submitted: Sep 23, 2013 6:56:15 PM EDT)
Answer
- Question unclear, please restate (Answered: Sep 24, 2013 3:57:51 PM EDT)

Question 23
Who pays for the gratis containers in the bid, both for commercial front load containers and for the totters? (Submitted: Sep 23, 2013 6:56:22 PM EDT)
Answer
- This is a duplicate Question (Answered: Sep 24, 2013 3:57:51 PM EDT)

\section*{Question 24}

Can you provide all individual disposal tickets for the August (2013) for all garbage collected and individual disposal tickets for all Yard waste collected? If not, should this be aseperate public records request? (Submitted: Sep 25, 2013 10:19:19 AM EDT)
Answer
- This information will be posted in BidSync. (Answered: Sep 25, 2013 4:12:23 PM EDT)

Question 25
In this current bid will the cily-pay disposal for both garbage and yard waste? (Submitted: Sep 25, 2013 3:11:32 PM EDT)
Answer
- Refer to TTB Sectlon 2.12 - Disposal (Answered: Sep 25, 2013 4:12:23 PM EDT)

\section*{Question 26}

Page 16, Section 2.08 Special Plck-Up/Community Service
Would the Ctty, please define code compliance purpose as this definition can be rather broad? Question was not previously answered. (Submitted: \(\operatorname{Sep}\) 26, 2013 9:40:22 AM EDT)
Answer
- Section 2.08 speaks to the potential need for a cart to be serviced outside of a normal collection day. The items placed in the cart must be acceptable items (trash or yard waste) and would be expected to be serviced by the Contractor upon clty request. Code complance may request this service in assisting a non-compliant homeowner while correcting a volation notice, working with another department within the City to address a specific clean-up issue (litter clean-up for example) or to address overflow that may occur that requires attention prior to the next service day. (Answered: Sep 26, 2013 10:46:11 AM EDT)

\section*{Question 27}

Do you pay the current hauler monthly using a PCard? If so, will this continue in the new Contract term? (Submitted: Sep 26, 2013 9:55:49 AM EDT)
Answer
- The current havier is not pald by p-card.

For the payment method specified for this ITB refer to PART 1 INFORMATION SPECIAL CONDITIONS SECTION 18 INVOICES/PAYMENT and Section 12 Payment of the Franchise Agreement. (Answered; Sep 26, 2013 10:46:11 AM EDT)

\section*{Question 28}

In reference to the previous answer to Question 6 which states:

Question 6
What is the current rate the City is paying for the current service of \(2 x\) week Cart Garbage collection and \(1 x\) weekly Yard Waste Cart Collection? - Sep 19, 2013 8:24:17 AM EDT
Answer - Sep 24, 2013 3:57:51 PM EDT
Contract 682-9843-\$7.74/unit for combined garbage and yard waste (City pays disposal),
Contract 692-10119-\$6.74/unit for solid waste (Clity pays disposal), \(\$ 3.15 /\) unit for yard waste (contractor pays disposal). Upon review of the two contracts listed above, there Is a large discrepancy in the number of carts listed in the two existing contracts compared to the Current Bid 643-11289 cart count.

Contract 682-9843 request service rates for 23,261 carts
Contract 682-119 request service rates for 27,537 carts
Total Number of Carts 50,798 carts
Current Bid 643-11289 request service rates 37,088 Carts
Cart Count Difference is 13, 710 Carts
Will the City verify the exact cart count and explain the difference in the cart count from the previous contracts (Contract 682-9843 and 692-10119) compared to the existing bid? (Submitted: Sep 26, 2013 12:46:38 PM EDT)
Answer
- 1. Currently biling for 23,261 UNTTS (not carts)
2. Currently billing for 14,137 UNITS (not carts) Bear in mind that the units for yard waste and garbage collection are accounted for separately under this contract. The 13,400 YARD WASTE UNITS are included in the Solid Waste Units.
3. Total number of UNTTS 37,398 (not carts). Current Bid is for 37,088 UNITS as per the May 2013 Utillty Billing.
(Answared: Oct 1, 2013 11:17:38 AM EDT)

\section*{Question 29}

Should franchise fees of \(23 \%\) be added to the unit price quates on page 2 of the bid? (Submitted: Sep 26, 2013 12:51:01 PM EDT)
Answer
- Bidders should consider all expenses (including franchise fees) in their calculations used to arrive at their proposed UNIT RATE. The City Franchise Fee should be viewed as an expected cost and incorporated into that UNTT. RATE. Any invordng recelved by the City from the awarded Contractor must NOT include Franchise fees as a line item. The City will calculate the Franchise Fees owed and payable by the Contractor as \(23 \%\) of the total Involce amount billed to the Clty. (Answered: Oet 1, 2013 11:17:38 AM EDT)

\section*{Question 30}

In Bid Section Part I Item 18 states on page 8 that the contractor shall remit franchise fees to the City no later than the 20th of the month. At the pre-bld meeting, bldders were instructed not to include franchise fees in their unit price quotes, If haulers are responsible for paying the City franchise fees, how will the hauler be compensated for remitting franchise fee to the City If the hauler does not include franchise fees in the unit rate quotes? (submitteds Sap 26, 2013 1:04:18 PM EDT) Answer
- See response to Question 29 (Answeredi Oct 1, 2013 11:17:38 AM EDT)

\section*{Question 31}

How much has the City charged the Current hauler for cart damages in the past 12 months? (Submitted: Sep 26, 2013 1:13:43 PM EDT)
Answer
- The City has not charged the hauler (Answered: Oct 1, 2013 11:17:38 AM EDT)

Question 32
Section 2.09 - City Facility \& Recycling Services
Who pays for containers, both for frontload dumpsters and for the wheeled carts as it relates to this section? (submitted:
Sep 26, 2023 5:40:17 PM EDT)
Answer
* Contractor supplles FEL dumpsters, City supplies carts. (Answered: Oct 1,2013 11:17:3B AM EDT)

\section*{Question 33}

Section 2.09 - City Facillity \& Recycling Services
Who pays for containers, both for frontload dumpsters and for the wheeled carts as it relates to thls section? (Submitted: Sep 26, 2013 540:25 PM EDT)
Answer
- See response to Question 32 (Answered: Oct 1, 2013 11:17:3B AM EDT)

\section*{Question 34}

In the Pre-bid meeting it was mentioned that the haulers could pick up a copy of large trash maps. Who can we contact to get the larger maps?? (Submitted: Sep 27, 2013 9:13:39 AM EDT)
Answer
- Refer to ITB PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES,Section 2.03 (Answered: Oct 1, 2013 11:17:38 AM EDT)

\section*{Question 35}

Does the current rate of \(\$ 7.74\) include a franchise fee? If so, what is the percentage? (Submitteds Sep 27, 2013

\section*{11:20:01 AM EDT)}

Answer
- No, current contract rate does not Include a franchise fee. (Answered: Oct 1, 2013 11:17:38 AM EDT)

\section*{Question 36}

In reference to Addendum 1 section 1.b. "Bldder shall disclose any "claims" settled or pending ......"
Does ?claims? mean lawsults or fines or both? (Submitted; Sep 30, 2013 9:51:32 AM EDT)
Answer
- Only litigation (Answered: Oct 1, 2013 11:17:38 AM EDT)

\section*{Question 37}

Can we gen a copy of the July and August 2013 Invoice from the City to Choice/ Progressive for services relating to their current contract? (Submitted: Oct 1, 2013 11:40:07 AM EDT)
Answer
- Your question appears incorrect. The City does not invoice Choice/Progressive. Assuming your question is meant to ask for a copy of the July and the August invoices the Cliy received from Cholce/Progressive for both current contracts, a copy has been added to the TTB documents. (Answered: Oct 1, 2013 3:04:29 PM EDT)

\section*{Question 38}

Is the City's private collector licensee required prior to contract commencement, i.e. \(2 / 1 / 14\) or bid due date?
(Submitted: Oct 1, 2013 5:01:41 PM EDT)
Answer
- Prior to contract commentement. (Answered: Oct 2, 2013 1:27:21 PM EDT)

\section*{Question 39}

Please provide the historical amount of tires that have been collected in each of the last 36 months? Where are the tires currently taken for disposal?
What is the estimated number of yard waste carts in service?
Is automated waste collection preferred by the City?
Is yard waste collection currently performed by semi-automated trucks?
What has been the historical contamination rate in which the contractor has had to pay the City in the last 5 years?
(Submitted: Oct 1, 2013 5:08:00 PM EDT)
Answer
- 1. We do not have that data avallabte.
2. It is collected as part of bulk and taken to Waste Management.
3. Tinls is unknown-we assume 1 cart per unlt or 37,088 carts.
4. The city has provided carts to all residents, automated collection is preferred, but not required.
5. Automated and semi-automated trucks
6. Orice, \(\$ 484.82\) was charged for a contaminated load on 10/3/2012. Thls was from 2009 to 3uly 2013.
(Answeredt Oct 2, 2013 1:27:21 PM EDT)

\section*{Question 40}
1. Page. 6-§ 13 ? Contract Period

Would the city consider changing the last sentence of the first paragraph to read as follows:
The City reseives the right to extend the contract for two (2), additional five (5) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension "in writing", and such extension is approved by the City.
2. Page. 7- § 16 ? Contract Coordnator

States part of the job description as ?resolve any disputes,? could the Cly please define if this is limited to only disputes between residents/customers in the City and Contractor?
3. Page, 8-5 18 ? Invoices/Payment

Last sentence of first paragraph reads as follows:
?lf, at any time during the contract, the Clty 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.?
Would the City consider paying the Contractor for services rendered and then using the liquldated damages provisions to take care of any items that aren?t done per the contract requirements? (Submikted; Oct 2, 2013 1:17:59 PM EDT) Answer
- 1. The current Clty extension process is written.
2. Yes
3. No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 41}
1. Page 8-§ 21 - Insurance

Would the City consider making the following changes in the 1st sentence of the 2nd paragraph to replace "modification" with "material change?"
2. Pg. 10-§ 22 - Subcontractors

Woutd the Clty consider making the following changes in the 2nd sentence of 2nd paragraph to read:
Contractor shall be fully responsible for all of Contractor?s subcontractors? performance, and liable for any of Contractor?s subcontractors? noh-performance and all of Contractor?s subcontractors? "negligent or wilful" acts and omisslons?
3. Page 10-§ 22 - Subcontractors

Would the City consider making the following changes in the 3rd sentence of 2nd paragraph to make counsel subject to Clty?s "reasonable" approval or disapproval? (Submitted: Oct 2, 2013 1:36:47 PM EDT)
Answer
-1. Yes
2. No the Clty will not consider it
3. No the Clty will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 42}
1. Page. 11-5 27 - Damage to Public or Private Property

Would the City consider making the following changes to this section to read as follows:
"Reasonable" care shall be taken to safeguard all existing facilities, site amenties, irigation systems, vehicles, etc. on or around the job site, Damage to public andfor private property "caused by a negligent or willful act or omission of the Contractor" shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City?
2. Page 11-§28-Safety

Would the City consider striking this section as it does not appear to applicable to the services contemplated in the bid? (Submitted: Oct 2, 2013 1:55:22 PM EDT)
Answer
- 1. No the City will not consider it
2. No the Clity will not conslder it (Answered; Oct 3, 2013 3:36:27 PH EDT)

\section*{Question 43}
3. Page 36-5 5.08 - Indemnity/Hold Harmless Agreement

Would the City consider changing this section to read as follows:
"To the extent covered by applicable Insurance, the Contractor" agrees to protect, defend, Indemnify, and hold hammess the City of Fort Laudendale and lts officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilltes of every and any kind including attomeys fees, "that is caused by a negllgent or wilful act or omission by the Contractor while performing" the work agreed to under the terms of the agreement that arises from to thise bidding process; "provided, however, Contractor?s indemnification obligation shall not extend to and Contractor shall not be liable for any losses, penaltes, damages, settlements, clairns, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees that is caused by a negiligent or wilful act or omission of the Clity, fnduding without limiting the foregoing, any and afl such clalms, sults, or other actions relating to personal injury, death, damage to property, defects in materials or workmanshlp, actual or alleged vlolations of any applicable Statute, ordinance, administrative onder, rufe or regulation, or decree of any court." 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 violatlons of any applicable Statute, ordinance, administrative order, rule or regulatlon, or decree of any court shall be included in the indemnity hereunder? (Submitted: Oct 2, 2013 1:55:34 PM EDT) Answer
- No the City will not cansider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 44}
1. Page. \(37-\S 5,18\) - Patents and Royaltles

Would the City consider making the following changes to read as follows:
To the extent covered by applicable insurance, tThe Contractor," shall indemnify and save harmiess the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un - patented invention, process, or article manufactured "or provided by Contractor" for use in the performance of the contract, induding its use by the city. If the Contractor "provides for" use any design, device, or materials covered by letters, patent or copyright, It is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work? 2. Page. \(37-\S 5.19\) - Assignment

Would the Cly consider making the following changes to read as follows:
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 monles, 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, depenting on original award approval; "provided, however, the Contractor may assign the contract awarded pursuant to this ITB to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation or otherwise) wilhout the written consent of the City?" (Submitted: Oct 2, 2013 2:15:05 PM EDT)

\section*{Answer}
- 1. No the Clity will not consider it
2. No the Clity will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 45}

Page. 48-Section 5 (D) - City Manager of fort Lauderdale -
Will the Cly consider making the following changes to read as follows:
To prevent misurderstanding and litigation, the city Manager or his designated representative, shall "work together with the Provider" "to resolve" questions which may arise concerning the quality and acceptability of the work and services performed; the sufficiency of performance, the interpretation of the provisions of this Agreement, and the acceptable fulfiliment of the Agreement on the part of the Provider; the "parties will work together to ensure" the amount, quantity, character and quality of the work performed is reasonably satisfactory?
2. Page. 48 - Section 5 (G) - Disagreements -

Would the City consider making the following changes to read as follows:
It is recognized that disagreements may arise between the Clisy and the Provider with regard to the collection of certaln Items due to interpretation of the specffic language of the Agreement. In the event a disagreement arises "the parties agree to work together in good falth to come to a resolution over the disagreement?" (Submitted: Oct 2, 2013 2:35:13 PM EDT)
Answer
- 1. No the City will not consider it
2. No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

Question 46
Page 54 - Section 13 (B) - Liablitity Insurance -
Will the City consider making the following chages to read as follows:
The Provider shall purchase and maintain such comprehensive general liability and other insurance as well provide protection from clalms set forth below which "are caused by a negllgent or wilful act or omission of" the "Provider in its" performance of the work and the Provider?s other obligations under this Agreement, whether such performance is by the Provider, by any subcontractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable?
2. Page 56 - Section 14(A) - Disclaimer of Liability -

Would the city consider making the following changes to read as follows:
The Clty shall not at any time, be llable for injury or damage occurring to any person or property from any cause, whatsoever, "to the extent it is caused by a negligent or willful act or omission" of the Provider?s in its fulfillment of this Agreement? (Submitted; Oct 2, 2013 2:51:47 PN EDT)
Answer
- 1. No the City will not consider it
2. No the Clty will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 47}
1. Pages 57-59 - Section 15- Environmental ?

Will the City consider striking this section?
2. Page 63 - Section 20 Unacceptable Waste -

Wili the Cly consider striking this section? (Submitted: Oct 2, 2013 2:55:12 PM EDT)
Answer
* 1. No the City will not consider it
2. No the City will not consider it (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Ouestion 48}
Page 63 - Section 20 - Compliance with Laws and Regulations

\section*{Will the Cily Consider making the following changes to read as follows:}
The Provider hereby agrees to abide with all applicable Federal, State, County and City laws and regulations including those falling under the National Pollutant Discharg Elimination System (NPDES). "To the extent covered by applicable insurance, the Provider" and his surety shall indemnify and save harmless the clly, all of its officers, representatives, agents and employees against any ciam or labllity "on caused by a volation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employee or his subcontractor. This clause shall apply not only during the term of this Agreement, but also as to any claim, liability or damages which are based on the Provider's conduct during the terms of this Agreement?
2. Page 65 - Section 24 - Legal Fees
In the event sult is filed in a court arising out of this Agreement, the prevaling party, "shall be entited to recover" all "of its reasonable" costs incurred in connection with said case "(including reasonably attomeys? fees and courts costs) from the non-prevailing party?"
3. Page 65 - Section 25 - Limitation of Liability
Will the City consider striking this section? (Submitted: Oct 2, 2013 4:43:45 PM EDT)
Answer
- 1. No the City will not consider it
2. No the City will not consider it
3. No the City will not consider it (Answered Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 49}
1. Page 67- Section 31 - Patent Fees and Royalties
Will the City consider making the following changes to read as follows:
The Provider shall pay all ilcense fees and royaltes and assume all costs incident to the or "on" any invention, design, process, product or device which is the subject of patent rights or copyrights held by others "that is provided and used by the Provider in the performance of the work?"
2. Page 68 - Section 33 - Taxes and Franchise Fees -
Will the City consider adding the following to the end of the section:
"City shall be responsible for billing, collecting and remitting/paying any and all sales, use, or services taxes assessed or payable in connection with the services billed by the City? \({ }^{\text {th }}\)
3. Page 68 - Section 36(B) - Miscelfaneous Provisions
Will the Clity consider making the following changes to read as follows:
The Prowider shall not assign or transfer this Agreement or tits rights, tite or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person or firm; "provided, however, Provider may assign this Agreement to any dinect or indirect affilate or subsidiary of the Provider or to any person or entity succeeding to all or substantially all of the Provider?s assets (whether by operation of law, merger, consolidation, or otherwise)." VIolations of the terms of thils Paragraph shall constitute a material breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider which shall immediately cease and terminate' (Submitted: Oct 2, 2013 \$:54:50 PM EDT)

\section*{Answer}
- 1. No the Clity will not consider it
2. No the City will not consider it
3. No the City will not consider it (Answered; Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 50}
Will the Clty extend the due date for the bid? (Submitted: Oct 2, 2013 4:55:24 PM EDT)

\section*{Answer}
- No the City will not be extending the bid due date (Answered: Oct 3, 2013 3:36:27 PM EDT)

\section*{Question 51}
1. The bid bond required to be returned in the bid package is currently supposed to be EXACTLY 5\% of the bld amount. Let me tell you why this is difficult. All companies go out to sureties to get the bid bonds, a process that takes a couple of days. If a company is not done with thelr pitcing, which is the most complicated, collaborative, and critical part of the bid submittal, untll a day before it is due, it could very well end up that the bid bond already recelved is not EXACTL.Y \(5 \%\) of the bid to be submitted and there may not be time to get a replacement. This would be a potential event of disqualification To avoid this scenario, it is suggested that you change the requirement to be a MINIMUM of \(5 \%\) on the face of the bid bond. This way the City is absolutely stili protected and the bidders have a fitie leeway in last minute calculations and adjustments. I have seen the disqualification fight before in other jurisdictions and this is an easy fix that keeps the City whole. (Submitted: Oct 3, 2013 9:34:24 AM EDT)
Answer
- Adequate time has been provided for bidders to respond to this TB and meet bid bond requirements. It is expected that all responding bidders meet this requirerrient with a minimum 5\% bid bond. (Answered: 0ct 3, 2013 9:57:12 AM EDT)

\section*{Question 52}
2. The recently released answers require a \(\$ 5,000,000\) performance bond be posted by the winning company. As you know, the service today is approximately \(\$ 3,500,000\) per year, under this pricing, the performance bond would be well in excess of over a year of costs to the City, this is simply too much and drives the cost to the city up. The Clity would be well protected with a performance bond that was equal to one year of service. Let me illustrate how thls drives up the cost. Using today's numbers, over a 5 year contract, the company would have to potentially bond in excess of \(\$ 7,500,000\) more than necessary. If a performance bond casts \(2 \%\) of face value, that means, the company has to figure in \(\$ 150,000\) in additional cost structure for this item alone and that gets figured Into the rate quoted to you when the proformas are calculated. Given that one year of performance bond should be plenty and the effect it will have on the residential calculations, I would think that the City would be willing to require only a year, whatever that calculation comes out to be when the contracts are ultimately signed. (Submitted: Oct 3, 2013 9:34:57 AM EDT)

\section*{Answer}
- Performance bonds are issued to provide the City security in the event the Contractor falls to perform the scope of work under this ITB or goes out of business and allows the Clty a mechanism to recoup costs related to performing the work, replacing the Contractor and/or potenttally correcting defective work. the performance bond requirement remains as it is in the \(\Pi B\). This is an expense that ail bidders will be incorporating into their UNIT PRICE calculations. (Answered: Oct 3, 2013 9:57:12 AN EDT)

\section*{Question 53}
3. The recently released answers require a separate and distinct \(\$ 5,000,000\) PAYMENT bond to be posted by the winining bidder, to say the least this is over-overkill, Assuming at the current annual contract rate the amount of \(23 \%\) franchise fees collected would be perhaps \(\$ 800,000\), thls means that each and every year an EXTRA \(\$ 4,200,000\) must be bonded. Using the example formula in \#2 above, this could potentally mean that an EXTRA \(\$ 420,000\) in bonding expense must be figured in when calculating the monthly rate to the residents. You and I both know that if a company is not paying their franchise fees, you would seek to have them tossed after 90 days of non payment. Any new hauler you brought in would have to pick up paying when they started the service. The most 1 could ever imagine you would ever be out if you had a defauting hauler might be as high as 6 months, maybe. The suggestion that the City accept a payment bond for a year of franchise fees, calculated at the time the contracts are signed, is more than reasonable, fiscally responsibie; and may yield you a better price because superfluous costs are not baked in. Add this to the amount of excess cost in \#2 and Its seems like ifts adding too much expense for not a lot of return to the city, my suggestions would be more than adequate to keep you whole. (Submitted: Oct 3, 2013 9:35:19 AM EDT)
Answer
- Payment bonds are issued to provide security in the event a contractor fails to pay its workers, subcontractors or suppliers. They are typically paired with a perfiomance bond. Due to the scope of the work outlined in this MB, the payment bond requirement remains as is in the TB. (Answered: Oct 3, 2013 9:57:12 AM EOT)

\section*{Question 54}
4. With respect to the minimum quallications I belleve you are leaving the City at tisk to potentially be forced to accept a non-qualified proposer, who, because they don't have the right experence, have no idea how to price the service, provide a lowball offer that you must accept because of your criteria. Imagine a case where they quallfy in every qualification category, but because this one is so wide open, you have to take them on. There are plenty of companies that are solid waste haulers who have never done a day's worth of residential routing or plck up. They may not have automated experience, no customer service training for their employees, no nelghiboriood routing experience. PLEASE SEE DEFINTION OF SOLID WASTE BELOW FROM FLORIDA ADMINISTRATIVE CODE,* I strongly believe that the proposer should be required to have automated residential MUNICIPAL solid waste and yard waste experience. This will still feave many companies able to bld, but will limit it to those with expenlence in the service you currently provide and at a professlonalism level you want to provide. You do not want someone learning the trade on the backs of your/our Citi, The way it is written, you could have the most financially stable sludge hauler who wants to try thelr hand at residential MSW pick up, provide the best price and otherwise qualify, even though they have never done it before. Food for thought. (Submitted; Oct 3, 2013 9:35:51 AM EDT)

\section*{Answer}
- The eligibility requirements inciude the Bidder submitting an acceptabie business operating plan, access to equipment and vehtcles, and demonstration that it can successfully collect garbage and yard waste in areas with similar climates and routes as are present In South Florida. The Bidder must also provide sufficient and satisfactory references as evidence. Additionally, the City reserves the right to impose a "Service Test Period" (See ITB Part I * Section 15) to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. (Answered: Oct 3, 2013 9:57:12 AM EDT)
PRE-BID MEETING ATTENDANCE SIGN-IN FORM

DATE: September 19, 2013

\section*{643-11289}

ITB NO:
\begin{tabular}{|c|c|c|c|c|c|}
\hline LOCATION NAME & SERVICE ADDRESS & CONTAINER SIZE & Trash (T) or Recycle (Y) & FREQUENCY & NUMBER OF CONTAINERS \\
\hline CITY MALL PARK & 124 SE 1ST STREET & 4 & T & 3 & 1 \\
\hline AIRPORT MAINTENANCE & 2020 EXECUTIVE AIRPORT WAY & 4 & T & 2 & 1 \\
\hline FIRE STATION 47 & 1000 SW 27TH AVENUE & 3 & T & 2 & 1 \\
\hline FIRE STATION \#47 & 2401 SW 10TH STREET & 96 G & Y & 1 & 2 \\
\hline FIRE STATION 53 & 2200 EXECUTIVE WAY & 3 & T & 2 & 1 \\
\hline FIRE STATION \#53 & 2200 EXECUTIVE WAY & 96 G & Y & 1 & 3 \\
\hline INSPECTION SERVICES ADMINISTRATION & 700 NW 19TH AVENUE & 6 & T & 2 & 1 \\
\hline CENTRAL MACHINE SHOP/CMS & 700 NW 19TH AVENUE & 96 G & \(Y\) & 1 & 1 \\
\hline CENTRAL MACHINE SHOP/CMS & 700 NW 19TH AVENUE & 4 YD & Y & 1 & 1 \\
\hline CENTRAL MACHINE SHOP/CMS & 700 NW 19TH AVENUE & 96 G & Y & 1 & 1 \\
\hline FIRE RESCUE & 528 NW 2ND STREET & 3 & T & 2 & 1 \\
\hline FIRE STATION ADMIN/STATION 2 & 528 NW 2ND STREET & 96 G & \(Y\) & 1 & 2 \\
\hline EXECUTIVE AIRPORT & 6000 NW 21 ST AVENUE & 2 & T & 2 & 1 \\
\hline EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING & 6000 NW 21 ST AVENUE & 6 YD & \(Y\) & 1 & 1 \\
\hline EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING & 6000 NW 21ST AVENUE & 96 G & \(Y\) & 1 & 4 \\
\hline CITY OF FORT LAUDERDALE & 6000 EXECUTIVE AIRPORT WAY AVENUE & 6 YD & \(Y\) & 1 & 1 \\
\hline FIRE STATION \#13 & 2871 E SUNRISE BOULEVARD & 2 & T & 2 & 1 \\
\hline FIRE STATION \#13 & 2871 E SUNRISE BOULEVARD & 96 G & Y & 1 & 2 \\
\hline MOUNTED UNIT & 1201 HOLIDAY PARK CIRCLE & 4 & T & 1 & 1 \\
\hline MAIN POLICE STATION & 1300 W BROWARD BOULEVARD & 8 & T & 7 & 1 \\
\hline POLICE DEPARTMENT & 1300 W BROWARD BOULEVARD & 6 YD & Y & 1 & 2 \\
\hline POLICE DEPARTMENT & 1350 W BROWARD BOULEVARD & 96 G & \(Y\) & 2 & 4 \\
\hline AIRPORT & 5555 NW 15TH AVENUE & 8 & T & 2 & 1 \\
\hline PARKING GARAGE & 300 SE 1ST AVENUE & 3 & T & 2 & 1 \\
\hline POINCIANA PARK PRINT SHOP & 401 SE 21ST STREET & 2 & T & 1 & 1 \\
\hline PARKING ADMINISTRATION & 290 NE 3RD AVENUE & 4 & T & 1 & 1 \\
\hline PARKING ADMINISTRATION BUILDING & 290 NE 3RD AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline PARKING ADMINISTRATION BUILDING & 290 Ne 3RD AVENUE & 6 YD & Y & 1 & 1 \\
\hline PARKER THEATER & 707 NE 8TH AVENUE & 4 YD & T & 1 & 2 \\
\hline PARKER THEATER & 707 NE 8TH AVENUE & 96 G & Y & 3 & 1 \\
\hline SPECIAL INVESTIGATIONS & 101 N ANDREWS AVENUE & 4 & T & 1 & 1 \\
\hline KENNELS & 6201 HAWKINS ROAD & 4 & T & 1 & 1 \\
\hline COMMUNITY POLICE & 533 NE 13TH STREET & 2 & T & 1 & 1 \\
\hline PERFORMING ARTS CENTER & 101 SW 5TH AVENUE & 2 & T & 1 & 1 \\
\hline PERFORMING ARTS CENTER & 201 SW 5th AVENUE & 8 YD & T & 1 & 4 \\
\hline PERFORMING ARTS CENTER & 201 SW 5th AVENUE & 8 YD & Y & 2 & 2 \\
\hline CMS & 4250 NW 10TH AVENUE & 4 & T & 2 & 1 \\
\hline
\end{tabular}

Exhibit "C"
\begin{tabular}{|c|c|c|c|c|c|}
\hline LOCATION NAME & SERVICE ADDRESS & \[
\begin{gathered}
\text { CONTAINER } \\
\text { SIZE }
\end{gathered}
\] & Trash (T) or Recycle (Y) & FREQUENCY & NUMBER OF CONTAINERS \\
\hline CMS & 4250 NW 10TH AVENUE & 4 YD & \(Y\) & 1 & 1 \\
\hline PEALE DIXIE WATER PLANT & 1500 S STATE ROAD 7 & 4 & T & 2 & 1 \\
\hline PUBLIC WORKS/UTITLES-PEELE DIXIE & 1500 S STATE ROAD 7 & 96 G & Y & 1 & 1 \\
\hline FUEL DEPOT & 949 NW 38TH STREET & 8 & T & 3 & 1 \\
\hline PUBLIC WORKS/UTILITIES ADMIN & 949 NW 38TH STREET & 4 YD & \(Y\) & 1 & 1 \\
\hline PUBLIC WORKS/UTILITIES ADMIN & 949 NW 38TH STREET & 96 G & \(Y\) & 1 & 4 \\
\hline ADMIN/FIVEASH & 949 NW 38TH STREET & 8 & T & 3 & 1 \\
\hline PUBLIC WORKS/UTLITIES/FIVEASH & 4321 NW 9TH AVENUE & 96 G & Y & 2 & 2 \\
\hline COMPOST METER SHOP & 4030 S STATE ROAD 7 & 6 & T & 1 & 2 \\
\hline METER SHOP & 4030 S STATE RD 7 & 4 YD & Y & 1 & 1 \\
\hline HALL OF FAME POOL & 501 SEABREEZE BOULEVARD & 8 & T & 5 & 1 \\
\hline INT SWINNING HALL OF FAME & 501 SOUTHBREEZE BLV & 96 G & Y & 1 & 4 \\
\hline BUILDING SERVICES CENTER & 700 NW 19TH AVENUE & 6 & T & 2 & 1 \\
\hline BUILDING SERVICES/ONE STOP SHOP & 700 NW 19TH AVENUE & 96 G & Y & 1 & 4 \\
\hline S BEACH PARKING LOT & 600 SEABREEZE BOULEVARD & 4 & T & 6 & 3 \\
\hline 5 BEACH PARKING LOT & 600 SEABREEZE BOULEVARD & 4 YD & Y & 1 & 1 \\
\hline MIZELL CENTRE & 1409 NW 6TH STREET & 4 & T & 2 & 1 \\
\hline MIZELL CENTRE & 1409 NW 6TH STREET & 96 G & Y & 1 & 2 \\
\hline CITY HALL & 100 N ANDREWS AVENUE & 4 & T & 3 & 1 \\
\hline FORT LAUDERDALE CITY HALL & 100 N ANDREWS AVENUE & 96 G & \(Y\) & 2 & 12 \\
\hline FORT LAUDERDALE CITY HALL & 100 N ANDREWS AVENUE & 6 YD & Y & 2 & 2 \\
\hline Garage & 1301 SW 1 COURT & 8 & T & 2 & 1 \\
\hline OPERATIONS & 260 SW 14 AVENUE & 8 & T & 2 & 1 \\
\hline TRASH STATION & 2109 NW 6 STREET & 4 & T & 2 & 1 \\
\hline PARKS MAINTENANCE SHOP & 220 SW 14 AVENUE & 6 & T & 3 & 1 \\
\hline PUBLIC WORKS BUILDING 1 PARKS MAINTANENCE & 220 SW 14TH AVENUE & 96 G & Y & 1 & 2 \\
\hline PUBLIC WORKS BUILDING 3 GEN SRVCS & 220 SW 14TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline PUBLIC WORKS BUILDING 7 SANITATION & 220 SW 14TH AVENUE & 96 G & Y & 1 & 4 \\
\hline PUBLIC WORKS BUILDING 7 SANITATION & 220 SW 14TH AVENUE & 4 YD & Y & 1 & 1 \\
\hline PUBLIC WORKS COMPOUND GAS & 220 SW 14TH AVENUE & 96 G & Y & 1 & 2 \\
\hline PUBLIC WORKS COMPOUND GARAGE & 220 SW 14TH AVENUE & 96 G & Y & 1 & 3 \\
\hline CITY SANITATION SW 14TH AVENUE & 220 SW 14TH AVENUE & 6 YD & \(Y\) & 1 & 1 \\
\hline RIVERWALK PARK & 220 SW 14 AVENUE & 6 & T & 3 & 1 \\
\hline BASS PARK & 2750 NW 19 STREET & 4 & T & 3 & 1 \\
\hline LAUDERDALE MANORS PARK & 1340 CHATEAU DRIVE & 4 & T & 2 & 1 \\
\hline MARINE PATROL & 1784 SE 15 STREET & 4 & T & 3 & 1 \\
\hline LITTLE YANKEES STADIUM & 2800 SW 8 AVENUE & 8 & T & 2 & 1 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline LOCATION NAME & SERVICE ADDRESS & \[
\begin{aligned}
& \text { CONTAINER } \\
& \text { SIZE }
\end{aligned}
\] & Trash (T) or Recycle (Y) & FREQUENCY & NUMBER OF CONTAINERS \\
\hline WAR MEMORIAL AUDITORIUM & 800 NW 8TH STREET & 8 & T & 3 & 2 \\
\hline HOLIDAY PARK - WAR MEMORIAL & 800 NE 8TH STREET & 6 YD & Y & 1 & 1 \\
\hline HOLIDAY PARK ACTIVITY CENTER & 730 N FEDERAL HIGHWAY & 8 & T & 2 & 1 \\
\hline HOLIDAY PARK - GYM & 1200 G HAROLD MARTIN DR & 96 G & \(Y\) & 1 & 2 \\
\hline HOLIDAY - TENNIS (JETC) PARK & 701 NE 12TH AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline HOLIDAY PARK GYM SOCIAL CENTER & HOLIDAY PARK PARKING LOT & 6 & T & 2 & 1 \\
\hline HOLIDAY SOCIAL CENTER/SOCCER FIELD PARK & 1150 G HAROLD MARTIN DR & 96 G & \(Y\) & 1 & 2 \\
\hline WARFIELD PARK & 1000 N ANDREWS AVENUE & 2 & \(T\) & 2 & 1 \\
\hline WARFIELD PARK & 1000 N ANDREWS AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline FORT LAUDERDALE COMMUNITY CENTER & 3351 Ne 33 AVENUE & 4 & T & 1 & 1 \\
\hline PARK - BEACH COMMUNITY CENTER GALT OCEAN & 3351 NE 33RD AVENUE & 96 G & \(Y\) & 1 & 1 \\
\hline OSSWALD PARK/ROCK ISLAND & 2555 NW 21 AVENUE & 6 & \(T\) & 4 & 2 \\
\hline OSSWALD PARK/ROCK ISLAND & 2220 NW 21St AVENUE & 96 G & Y & 1 & 2 \\
\hline CROISSANT REC CENTER & 245 W PARK DRIVE & 2 & T & 3 & 1 \\
\hline CROISSANT PARK & 245 W PARK DR & 96 G & Y & 1 & 2 \\
\hline CARTER PARK & 1450 W SUNRISE BOULEVARD & 8 & T & 2 & 2 \\
\hline CARTER PARK & 1450 W SUNRISE BOULEVARD & 96 G & Y & 1 & 2 \\
\hline RIVERLAND PARK & 950 SW 27 AVENUE & 6 & \(T\) & 2 & 1 \\
\hline RIVERLAND PARK & 950 SW 27TH AVENUE & 96 G & Y & 1 & 2 \\
\hline FORT LAUDERDALE STADIUM & 5555 NW 15 AVENUE & 8 & T & 1 & 1 \\
\hline LAS OLAS DOCKS & 240 LAS OLAS BOULEVARD & 6 & T & 5 & 2 \\
\hline LAS OLAS MARINA & 240 LAS OLAS CIRCLE & 96 G & Y & 1 & 10 \\
\hline COOLEYS LANDING & 450 SW 7TH AVENUE & 8 & T & 5 & 1 \\
\hline COOLEYS LANDING & 450 COOLEY AVENUE & 96 G & \(Y\) & 1 & 2 \\
\hline HEALTH CENTER & 105 NE 3RD STREET & 96 G & T & 2 & 1 \\
\hline FIRE STATION 45 & 1121 NW 9TH AVENUE & 2 & T & 2 & 1 \\
\hline FIRE STATION 45 & 1121 NW 9TH AVENUE & 96 G & Y & 1 & 2 \\
\hline
\end{tabular}```


[^0]:    I certify that the wraste delivered to this facility on date above does not contain any
    regulated hazardous waste (RHW) as defined by the United States Environmental
    regulated hazardous waste (RHW) as defined by the United States Environment
    Protection Agency (EPA); Broward County Department of Natural Resource (DEP); any radionctive materials or P.C.B., medical waste. baterics of any waste generated front the treatment of hazardous waste or chemical substance. I agrec to remove any non-allowable kraste I bring into this facility and pay all costs for

