

Solicitation 673-11834

Curbside Recycling Collection Services

Bid Designation: Public



City of Fort Lauderdale

Bid 673-11834

Curbside Recycling Collection Services

Bid Number **673-11834**
 Bid Title **Curbside Recycling Collection Services**

Bid Start Date **Oct 3, 2016 5:28:59 PM EDT**
 Bid End Date **Oct 18, 2016 2:00:00 PM EDT**
 Question & Answer End Date **Oct 12, 2016 5:00:00 PM EDT**

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

Contract Duration **3 years**
 Contract Renewal **2 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as the Bidder or Contractor, to provide curbside recycling collection services for the for the City's Public Works Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).
 For further information go to BidSync.com
 Added on Oct 4, 2016:
 Addendum 1
 Calculation Example Modified to Correctly Match Requesting Units of 454,656**

We are requesting you to provide us the UNIT price per each residential and commercial account for the following service:

Weekly pickup and delivery of program recyclables for 37,888 total residential and commercial accounts over the course of one full year/12 months

37,888 Accounts X 12 Months = 454,656 Units

Provide UNIT price only.

**Added on Oct 10, 2016:
 Addendum 2**

36. SERVICE ORGANIZATION CONTROLS – Not Applicable

The Contactor shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

Clause 36 is not applicable to this bid.

Added on Oct 10, 2016:

Addendum 3

Sample Services Contract Template Attached to Bid Document

Added on Oct 11, 2016:

Addendum 4

Question Duration has been extended to close of business on 10/12/16.

Changes were made to the following items:

Weekly Pickup and Delivery of Program Recyclable Materials

Addendum # 2New Documents **673-11834_Curbside Recycling Collection Services_Ip_V3.doc**Removed Documents **673-11834_Curbside Recycling Collection Services_Ip_V2.doc****Addendum # 3**New Documents **SAMPLE CONTRACT TEMPLATE SERVICE****Addendum # 4**Previous Q & A End Date **Oct 10, 2016 5:00:00 PM EDT**New Q & A End Date **Oct 12, 2016 5:00:00 PM EDT****Item Response Form**Item **673-11834--01-01 - Weekly Pickup and Delivery of Program Recyclable Materials**Quantity **454656 each**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 454656**Description**

We are requesting you to provide us the UNIT price per each residential and commercial account for the following service:

Weekly pickup and delivery of program recyclables for 37,888 total residential and commercial accounts over the course of one full year/12 months

37,888 Accounts X 12 Months = 454,556 Units

Provide UNIT price only.**Added on Oct 4, 2016:****Addendum 1**

We are requesting you to provide us the UNIT price per each residential and commercial account for the following service:

Weekly pickup and delivery of program recyclables for 37,888 total residential and commercial accounts over the course of one full year/12 months37,888 Accounts X 12 Months = **454,656 Units****Provide UNIT price only.****Addendum # 1**

ITB # 673-11834
TITLE: Curbside Recycling Collection Services

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as the Bidder or Contractor, to provide curbside recycling collection services for the for the City's Public Works Department, Sustainability Division, 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 II, Laurie Platkin, at (954) 828-5138 or email at LPlatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the 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, 6th Floor, Suite 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 AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. **PRICING/DELIVERY**

Contractor must quote a firm, fixed annual price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. **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.

08. **METHOD OF AWARD**

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

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

09. **PRICE VALIDITY**

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

10. **GENERAL CONDITIONS**

General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this ITB.

11. **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.

12. **CONTRACTORS' COSTS**

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

13. **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.

14. **CONTRACT PERIOD**

The initial contract term shall commence upon date of award by the City or on December 1, 2016, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for two additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of three years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this ITB. Unit counts will remain firm for the initial contract term and will be adjusted based on the City's billing system for each extension executed. If there are any additions to the number of residential units due to annexation of service areas or expansion of service to multi-family properties, the City shall advise Contractor in writing within 30 days of service commencement. Contractor will be compensated for the additional units at the rates in effect at that time.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract term 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 90 days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

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

16. **SERVICE TEST PERIOD**

The City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

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

17. **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.

18. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

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

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

19. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within 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.

20. PAYMENT METHOD

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

21. RELATED EXPENSES/TRAVEL EXPENSES

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

22. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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. 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 30 days written notice.

23. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

24. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's key management personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute key management personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute key management 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.

25. 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 ten 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.

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 will be allowed by the City's Risk Manager, 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: Combined single limit bodily injury/property damage \$1,000,000.

Pollution Liability/Environmental Insurance

Pollution liability insurance with limits of at least \$2,000,000 if part of the Commercial General Liability Insurance or the licensee must carry a separate Pollution Liability Policy with limits of at least \$1,000,000.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

26. 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' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

27. 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.

28. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

29. 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.

30. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

31. SAFETY

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

32. 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.

33. 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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

34. BID TABULATIONS/INTENT 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/departments/finance/procurement-services/notices-of-intent-to->

[award](http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results). Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results> , or any interested party may call the Procurement Services Division at 954-828-5933.

35. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found on page 10 of the following link:

<http://qyr.fortlauderdale.gov/home/showdocument?id=14317>

36. SERVICE ORGANIZATION CONTROLS – Not Applicable

The Contactor shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

37. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

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

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<http://fortlauderdale.gov/home/showdocument?id=6422>

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

- A. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- B. Class B Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time

employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

- C. Class C Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
- D. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

38. PUBLIC RECORDS

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

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

END OF SECTION

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City of Fort Lauderdale is seeking qualified Contractor(s) to perform curbside recycling collections as contained herein:

Residential Recycling Units: 37,298
Commercial Recycling Units: 590

The City of Fort Lauderdale provides for once weekly collection of curbside single-stream recyclables, using semi-automated carts in 65-gallon and 90-95 gallon capacities. These carts were deployed in 2012 citywide.

02. PERMITS, TAXES, LICENSES AND FRANCHISE FEES

Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale.

https://www.municode.com/library/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH24SOWA_ARTIIIPRCOSE

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

To be considered for award of this contract, the Contractor must hold a current license for Essential Municipal Services issued by the City and be considered a licensed private collector prior to bid opening. Failure to provide evidence of such shall deem the Contractor unresponsive. Link to Essential Municipal Services application below:

<http://qyr.fortlauderdale.gov/home/showdocument?id=14317>

The Contractor shall be responsible for the collection and processing/disposal of recyclables in accordance with his or her license to perform such service in the City.

A City of Fort Lauderdale Occupational License is required if Contractor's place of business or office is located within the City limits. Broward County also requires Occupational Licensure.

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

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

03. SERVICE AREAS

The City currently provides garbage cart collection two (2) times per week, yard waste cart collection one (1) time per week and single stream recycling cart collection one (1) time per week as per the Solid Waste Collection Map(s). **(See Attachment A)**. Larger map copies can be obtained by calling the Service Counter at 954-828-5051.

04. CARTS- CURBSIDE RECYCLING

The City has issued each customer a blue 65-gallon (semi-automated) wheeled cart for single stream recycling collections. A limited number of customers may have 90 or 95-gallon recycling carts, and a limited number of customers may have more than one recycling cart.

It will be the City's responsibility to procure new recycling carts including, but not limited to, cart specifications, design, branding and in-mold labelling. The costs related to the procurement of carts will be borne by the City, except as outlined below.

The Contractor will be responsible to deliver, repair, remove and replace recycling carts. Requests will be forwarded to Contractor via electronic correspondence (e-mail). Completion should occur on the customer's scheduled service day whenever possible or scheduled directly with the customer when needed. All requests must be handled within five (5) business days (Monday through Saturday) following the day of the request.

Carts were initially deployed between July 2012 and September 2012 and have an expected life of ten (10) years or more. For the period September 1, 2015 through August 31, 2016 (12 calendar months) the City performed the following actions:

Recycling cart deliveries:	797 total
Recycling cart exchanges/repairs:	462 total
Recycling cart removals:	127 total

At this time, cart inventory is kept at the City's storage yard located at 1901 NW 6th Street in Fort Lauderdale. The yard can be accessed Monday through Friday from 7am until 3:30 pm. The City will allow for approved storage of carts at the Contractor's own facility, pending Contract Administrator's written approval. At no time shall a City-owned cart be used for open market commercial activities or for any purpose other than delivery to a recognized City customer.

Contractor shall be responsible for the repair of any recycling carts (excluding body cracks or approved non-reparable damages) prior to returning the cart to inventory.

Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be disposed of consistent with County and State regulations.

The Contractor shall be responsible for the replacement value or repair costs for loss or damage of any recycling container caused by the negligence of his or her agents or employees or due to faulty collection equipment. The City shall inspect each cart returned and provide the Contractor an invoice for carts deemed to be damaged due to Contractor's negligence. Carts that cannot be repaired will be charged to the Contractor in full. Damaged carts will be returned to the Contractor at Contractor's request, with the Contractor responsible for all transportation costs and logistics, for appropriate recycling. At no time shall a City cart with a recognizable brand (lid, hot stamped body, RFID tag) be reused or repurposed upon return to the Contractor. The City reserves the right to request documentation or proof of recycling. Contractor may choose to allow the City to recycle damaged carts at the City's expense.

Unserviceable or missing containers must be reported to the City in writing by the Contractor prior to the following collection day. Current value of a 65-gallon recycling cart is \$39.72 and a 95-gallon cart is \$49.47. Value is subject to change based on market conditions.

The City uses handheld scanners to record all recycling cart activities. One scanner will be issued to the Contractor for this purpose. Scanners must be connected to a proprietary software system hosted by the City's cart vendor so that scanned data may be uploaded. This process is required a minimum of once weekly. Contractor will be provided access and unique log on by

the cart vendor. Contractor will be responsible for the replacement value of the scanner should it be damaged or lost.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress or egress (driveways) from any property. 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.

The City currently does not track the number of recycling carts by location.

05. PICK-UP LOCATIONS- CURBSIDE RECYCLING

Single-stream recycling collection service is provided to residential customers of single family and multi-family living units under 4 units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. 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 an alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the cart to the truck in order to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually push the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified and requested by the City.

The Contractor shall provide Service for the Disabled as described in Part II, Section 08.

It will be the sole responsibility of the Bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the Bidder become familiar with all routes to understand the requirements and equipment necessary to provide single-stream recycling cart collection to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials and labor required.

All 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 including rolling carts to the truck, and coordinate with City staff during these instances.

06. PICK-UP POLICY- CURBSIDE RECYCLING

- A. Recycling shall not be collected in the same vehicle as trash, yard waste or other commodity unless authorized by the City.
- B. Recycling cart collection shall be once per week on specific days for each neighborhood as determined by the City.
- C. Contractor shall collect all extra recyclables placed on top of or beside the cart.
- D. Following the Christmas holiday, Contractor shall pick up all extra recyclables on top of and on the side of the cart to assist the customer with exceptional recycling needs. This service

shall also be provided if the collection route is only partially completed or skipped entirely due to an unusual event, such as a hurricane.

- E. Route Supervisor shall report to City via e-mail any location that continuously places additional recycling out for collection or continuously has an overflowing cart. The City will inspect address reported for adequate service.
- F. The City's single-stream recycling program currently accepts the following:
 - 1) Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include:
 - a. Newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta;
 - 2) Aluminum food and beverage containers;
 - 3) Steel food and beverage containers;
 - 4) All plastic bottles and containers marked as Recyclables 1, 2, 3, 4, 5, 6 or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc. Plastic containers that held motor oil, pesticides, herbicides, hazardous chemicals or hazardous materials are excluded;
 - 5) Aseptic containers (milk and juice cartons, drink boxes);
 - 6) Glass and food or beverage containers- clear brown or green; and
 - 7) Cardboard from non-grocery items such as shipping boxes
- G. The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30 days written notice should there be a change in what materials are accepted.
- H. Clean Recyclables- All recyclables must be "clean" (Free of waste or other non-recyclable debris) and placed inside the cart. Driver shall inspect the cart for contamination before dumping. If the contamination cannot be removed, Contractor shall leave the cart and tag the container with notice of contamination. Contractor shall report all carts tagged to the City within the same business day of tagging the cart. City shall provide tags to the Contractor for this purpose.
- I. Residents can schedule pick-ups of large amounts of cardboard by contacting Customer Service. Contractor will accommodate these pick-ups as requested as directed by the City. Average requests are five per month. There will be no additional cost to the City for this service.
- J. 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.
- K. Missed and Late Set Outs: There shall be no claims by the Contractor of late set outs on the collection routes.
- L. The Route Supervisor shall be responsible to ensure that all collection routes have been completed and all customer complaints have been addressed by the end of each collection day. E-mail verification will be provided by each Route Supervisor to the City's Contract Administrator or designee(s) once collections have been completed each day. Crews will return to an address (customer location) on the scheduled route day when requested to provide service for a customer.

07. COMPLAINTS

The City of Fort Lauderdale's 24-hour Customer Service Center will receive telephone calls and correspondence for service-related issues. In the event Contractor receives a customer complaint, the Contractor shall advise customers to call the City's Customer Service Center at (954) 828-8000. Day to day communications will be between the City and the Route Supervisor.

Complaint Response:

- A. Complaints or missed pick-ups sent to the Contractor before 4:00 P.M. each day shall be serviced before 6:00 P.M. that day.
- B. Complaints received after 4:00 PM shall be serviced before 12:00 P.M. (noon) the following calendar day.

08. PILOT RECYCLING PROGRAM- CURBSIDE ELECTRONICS

The City of Fort Lauderdale currently participates in a cooperative purchasing agreement to provide monthly collection events for residents where unwanted, outdated or broken electronics (anything with a plug, including computer peripherals) can be dropped off for recycling. The City has an interest in piloting a curbside electronics collection program during the term of this contract. This pilot would be designed to identify if there is an interest or benefit to the City in providing convenient curbside collections of electronics Citywide.

The intended scope is to be applied to a limited geographic area (corresponding to a recycling service day) for a period not to exceed one year. Residents will call the City's 24 Hour Customer Service Center to schedule an electronics pick-up. Contractor will be notified and collection will be made on the resident's scheduled recycling collection day.

Contractor will be responsible to secure appropriate recycling facility for the electronics with the City's approval of the facility. City is responsible for any costs for the recycling of the materials collected and will receive any rebates for the materials collected, if applicable. Contractor will provide City with all load tickets. Contractor agrees to provide this service at no additional cost to the City during the pilot period not to exceed one year.

09. SERVICE FOR THE DISABLED

There are presently 17 customers registered in the City that are unable to place their carts or electronics curbside. The Contractor shall be responsible for bringing the cart(s) to the curb for service and then returning the cart(s) the original set out location. There will be no additional charge for these customers. The City certifies this list annually and reserves the right to increase or decrease the number of disabled service units as may be required at no additional cost to the City.

10. 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 at no additional cost to the City.

11. SPECIAL EVENT RECYCLING COLLECTION SERVICE

Contractor agrees to supply recycling container collections upon the City's request. This may include cart, front-end load container or roll-off container service. Contractor will provide equipment as requested by Contract Administrator. These events include, but may not be limited to, the following:

- A. New Year's Eve Bash
- B. Spring Break (usually 6 weeks in duration)
- C. Air Show
- D. Great American Beach Party
- E. Memorial Day
- F. Fourth of July Spectacular
- G. Huizenga Ice Rink (usually 6 weeks in duration)

- H. Labor Day
- I. Sistrunk Festival
- J. St Patrick's Day Parade

12. EDUCATION AND COMMUNITY OUTREACH

From time to time, but no more than twelve (12) times per year, Contractor shall assist and/or support the City at City-sponsored educational and outreach 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-up and other such activities.

In addition, Contractor agrees to contribute \$10,000 annually in one lump sum payment to the City, no later than the anniversary date of the contract, to assist in the costs of providing literature related to collections, promotional materials (brochures, newsletters, flyers, door hangers, etc.) developed to educate residential customers about the proper methods to be used for collections and any other information which explains and support the City's Solid Waste and Recycling Program.

13. DISASTER SERVICES

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" 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 as determined by the Contract Administrator. Should collections be disrupted for longer than ONE collection cycle (6 business days), Contractor shall be compensated on a prorated basis for service provided and the City shall NOT be charged for the days service was not provided. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (Declared FEMA disaster event), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for additional tonnage or volume 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.

14. DISPOSAL- RECYCLABLES PROCESSING

The City currently directs all of its recyclables to the Waste Management recycling processing center located at 1750 SW 43rd Terrace, Deerfield Beach. The agreement for the processing of the City's recyclables is set to expire on June 30, 2018, with the possibility of two five-year renewal options. The City of Fort Lauderdale may, at its sole discretion, choose NOT to renew this agreement. Should the City opt NOT to renew, or the existing processor (Waste Management) opt not to renew, the City reserves the right to require Contractor to direct recyclable materials to a processing center procured by the Contractor. Ownership of the recycling materials is retained by the City. In the event Contractor procures the processing facility, City reserves the right to qualify and approve or disprove the facility at City's sole discretion. At no time shall Contractor divert recyclables to a landfill, waste to energy plant or other municipal solid waste disposal facility. The City reserves the right to rebid or enter into an agreement with a recycling processing facility and direct all volumes to its preferred vendor. The City reserves the right to direct the Contractor to use specific recycling processors or transfer facilities located within Broward County during the term of the contract without additional charge.

The City reserves the right to remove commodities from its residential collections at the City's sole discretion, should the market for the material become economically unfeasible or for other reasons at the City's discretion. Written notice will be provided to Contractor providing 30-day notice. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV), determined by the Southeast USA regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to charge administrative overhead if missing load tickets become continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted at the processing facility.

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

Total residential recycling cart tons for FY 2013/14 were 10,060.

Total residential recycling cart tons for FY 2014/15 were 10,702.

Total residential recycling cart tons for FY 2015/16 are estimated at 10,500.

15. 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 processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on a tare weight report. The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges and revenues.

16. MANAGEMENT

The Contractor is expected and required to offer our customers a high level quality of service to guarantee customer satisfaction.

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

Resources: Contractor shall furnish and supply sufficient resources to complete the scheduled routes on the designated route days 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's Customer Service Center to effectively handle service-related issues. Hours

and days of operation shall be provided in Contractor's written operational 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 one (1) permanent, full-time Route Supervisor dedicated exclusively to the City of Fort Lauderdale. An Alternate Route Supervisor shall also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. Contractor shall schedule Route Supervisor Monday through Saturday to respond to collection-related issues immediately via two-way communications from Customer Service. Route Supervisor shall be equipped with a laptop computer, tablet or other electronic device to receive and respond to service requests from the City. Route Supervisor shall be in Contractor's 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 to 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, equipment 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 shall send to the City twice daily a list of all trucks assigned to run routes for that day. These shall be transmitted to the Contract Administrator or designee via electronic correspondence (e-mail). List shall include driver's name, route number assigned, truck number, and a status of the route for the day at the following times: 10:00 A.M. and 2:00 P.M.

Route Supervisor will notify City's Contract Administrator or designee immediately when it is known a route is running behind or may not complete by 6:00 P.M. Notification shall include the reason why the route is delayed.

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 to verify participation and set out rates.

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 interests, be highly motivated and dependable with the ability to establish positive relationships with City Solid Waste and Recycling Program staff, Customer Service and the general public.

Route Supervisor will also be required to attend weekly Program Meetings with Solid Waste and Recycling Program staff from the City to evaluate and discuss service, solve performance-related issues, provide input and share information to ensure delivery of quality service. Route Supervisor (or a Contractor representative as approved by the City) 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.

17. EMPLOYEES

Collection employees shall be identifiable by wearing a uniform or shirt bearing the Company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all City-owned carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee 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 the reasons should discharge or disciplinary action be requested by the City.

18. 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 for easy identification and shall be clear to read and of such size (minimum of four inches) and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) with lettering at least 8 inches in size 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 the vehicle manufacturer, alternative fuel signage (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be of a model year of 2014 or newer.

All vehicles used to provide collection services under this contract shall be equipped with State Department of Transportation required safety equipment including a fire extinguisher and an audible back up alarm. Collection vehicles shall be watertight up to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water (leachate) 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 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 in such a way that all collected materials are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up

immediately. Each vehicle shall be equipped with a shovel, rake and/or 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 12 months of execution of this contract, Contractor agrees to implement alternative fuel vehicles for service within the City. Types of vehicles and specifications shall be provided as part of this ITB response or within 10 days of City request. Failure to submit within 10 business days of City request may deem the bidder non-responsive.

All Contractor vehicles shall be well-maintained and clean in appearance at all times. Trucks currently operated by day as reported by the current Contractor are below:

- Monday – 5
- Tuesday – 6
- Wednesday – 7
- Thursday – 5
- Friday – 5
- Saturday – 3

Bidder may need to add or reduce trucks to satisfy contract requirements.

19. 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 to operate after 6:00 P.M.

City intends to evaluate rerouting opportunities for all services provided under the Solid Waste and Recycling Program including but not limited to residential solid waste, recycling, yard waste and bulk collections. Contractor will provide any resources needed to facilitate this project including routing software, GIS programs or other tools as needed at no expense to the City. City reserves the right to approve or deny any route changes. Any proprietary systems or software remain the property of the Contractor. City may ask for reports, data or other relevant information at any time in both hardcopy reports and electronic formats.

20. HOLIDAYS

Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, that route shall be skipped and there will be no make-up day. However, since the following scheduled service day will be heavy, Contractor is required to collect extra bags and boxes placed on or around the cart.

21. PUBLIC INFORMATION

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

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

22. LIQUIDATED DAMAGES

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

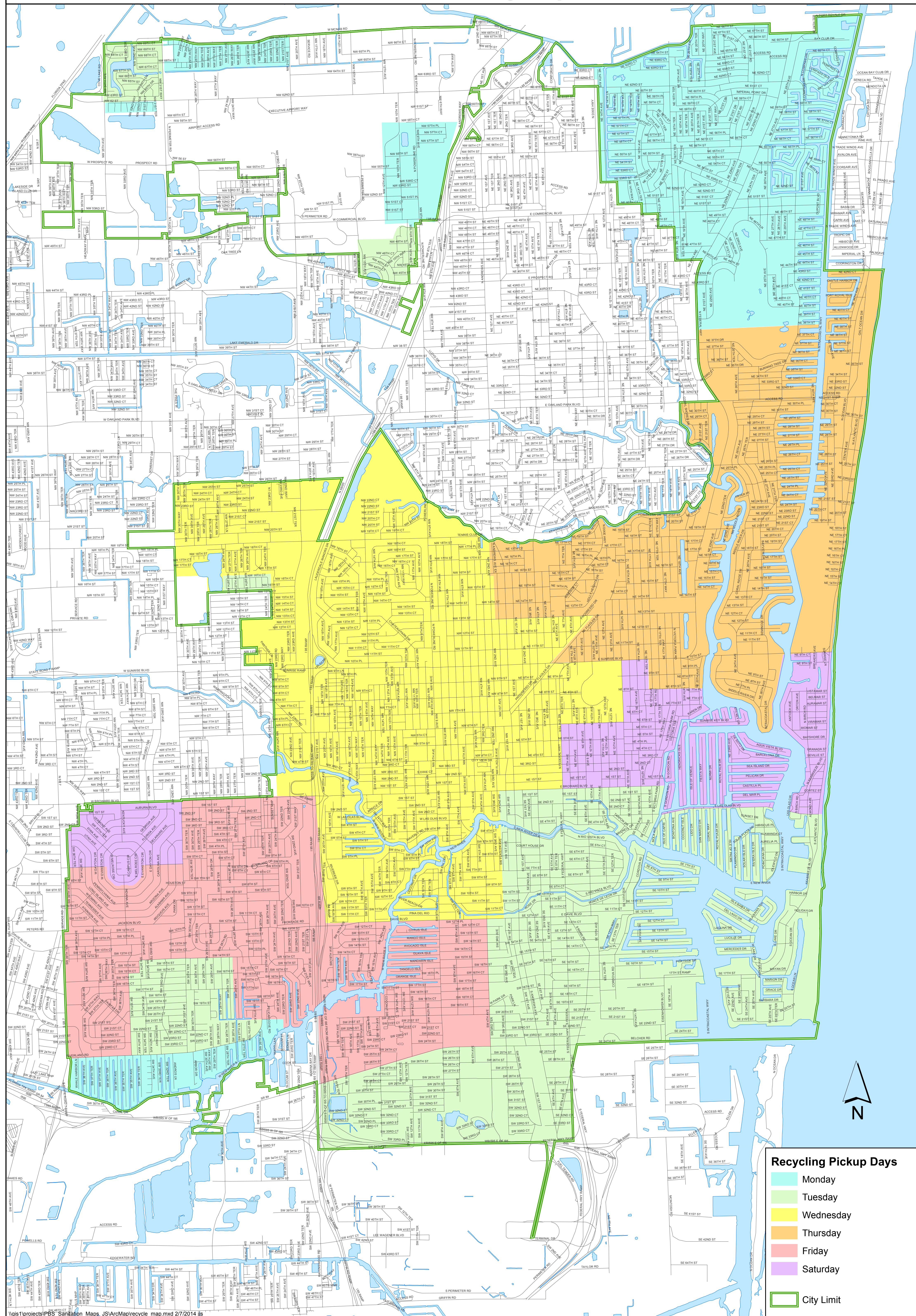
- A. Missed pick-up complaints (over fifteen per calendar week) \$10.00 per complaint over fifteen
- B. Complaints from same customer, more than three, City fiscal year October 1 through September 30 - \$25.00 each complaint
- C. Failure to clean up spilled recyclables from vehicles after service, resulting in customer complaint - \$25.00 each complaint
- D. Collecting recyclables with residential, commercial or multi-family solid waste, yard waste or other non-program materials on route - \$1,000 per occurrence plus average value of the load for recyclables; Contractor will also be responsible for cost of disposal for the contaminated load
- E. Failure to maintain schedules established as provided in this document - \$250.00 per violation

END OF SECTION



Attachment A - City of Fort Lauderdale Recycling Pickup

Service Provided By Current Vendor



REFERENCES

All references shall include owner, address, contact name and phone number, and the contract value. A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #

Contract Value: Year:

2. Company Name:

Address:

Contact:

Phone #

Contract Value: Year:

3. Company Name:

Address:

Contact:

Phone #

Contract Value: Year:

SAMPLE**ATTACHMENT A****AGREEMENT FOR
(TITLE)**

THIS AGREEMENT, made this ____ day of _____, 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" "Company"), whose address and phone number are _____, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:**I. DOCUMENTS**

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

(1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") (or "Exhibit A").

(2) Response to the RFP/ITB, dated _____ ("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 _____, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

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

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

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

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

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation

to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. 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 commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required 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.

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 excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage \$1,000,000.

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	\$100,000 each occurrence

Professional Liability (Errors & Omissions) – “IF REQUIRED IN BID SPECS”Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with

generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

O. Conflicts

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless

compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

V. Amendments

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

authorized to execute same on their behalf.

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - D. The non-performing party uses its best efforts to remedy its inability to perform.
- Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

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 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.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by
_____ as (title): _____ for _____
(Contractor name), a _____ corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

**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), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

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

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

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications 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.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and 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>

PART IV BONDS AND INSURANCE

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

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

- 4.02 INSURANCE:** 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 City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE 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 substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, 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 Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** 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 attorney's 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 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or 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 them 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.
- 5.20 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 RECORDS

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

- Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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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.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- (1)
Business Name
- is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2)
Business Name
- is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3)
Business Name
- is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4)
Business Name
- requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5)
Business Name
- requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6)
Business Name
- is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

BID/PROPOSAL CERTIFICATION

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.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state,
in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

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

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

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

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

5

6

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

Question and Answers for Bid #673-11834 - Curbside Recycling Collection Services

Overall Bid Questions

Question 1

Who is the current hauler and the current rate? (Submitted: Oct 4, 2016 8:07:01 AM EDT)

Answer

- Republic Services is the current vendor.

Current rate is \$1.90 per unit. (Answered: Oct 4, 2016 8:22:26 AM EDT)

Question 2

As the industry is currently preparing for a weather event and it is an "all hands on deck" time, will the City consider moving the due date to a time later in the month? Much like the City, the industry is preparing all of our communities and coordinating the emergency response should it become necessary. It is possible that the proper attention can not be given to this opportunity until the beginning of next week, which would already be October 10. Thank you for your consideration. (Submitted: Oct 4, 2016 9:05:42 AM EDT)

Answer

- Due dates will not be changed at this time. (Answered: Oct 4, 2016 10:16:31 AM EDT)

Question 3

What is the average household count per day? (Submitted: Oct 5, 2016 7:11:35 AM EDT)

Answer

- We do not have a house count by day. (Answered: Oct 5, 2016 10:47:27 AM EDT)

Question 4

Who is the cart manufacturer? (Submitted: Oct 5, 2016 7:11:58 AM EDT)

Answer

- City cart inventory includes carts manufactured by Otto Environmental for recycling.

The City recently awarded Schaefer Systems a contract for the production of its carts effective September 7, 2016 (Answered: Oct 5, 2016 10:47:27 AM EDT)

Question 5

Section 4, p. 14 - How and when is the hand held scanner to be used? If hand held does the driver need to get out of the truck every single time there is a cart collected? (Submitted: Oct 5, 2016 7:13:31 AM EDT)

Answer

- The hand scanner is to be used only in cart delivery, removal or exchange/repair operations. It is not intended for use as part of collection operations. (Answered: Oct 5, 2016 10:47:27 AM EDT)

Question 6

Section 8, p 17 - Pilot E-Recycling. Which route day is or will be serviced? If currently being done, which facility is being used? (Submitted: Oct 5, 2016 7:15:03 AM EDT)

Answer

- It should be serviced on the customer's scheduled recycling day.

The City currently does not provide this service. (Answered: Oct 5, 2016 10:47:27 AM EDT)

Question 7

Special Events, p.17 - how many front end, rolls offs and carts have been used before? Is there a history available? Can the city supply the carts? (Submitted: Oct 5, 2016 7:16:17 AM EDT)

Answer

- New Year's Eve Bash: Typically 4 Rolloff Containers or a combination of Rolloff and Frontload depending on activities planned

Spring Break: 4-8cy container serviced daily

Air Show: Typically 2 Rolloff containers depending on activities planned

Great American Beach Party: Typically 2 Rolloff containers

Memorial Day: Typically 2 Rolloff containers depending on number of visitors

Fourth of July Spectacular: Typically 4 Rolloff containers or a combination of Rolloff and Frontload depending on attendance

Huizenga Ice Rink: 2-8 cy containers

Labor Day: Typically 2 Rolloff containers

Sistrunk Festival: Combination of 2 Rolloff or frontload containers depending on activities planned

St Patrick's Day Parade: Combination of 2 Rolloff or frontload containers depending on activities planned

(Answered: Oct 5, 2016 12:31:37 PM EDT)

Question 8

Disposal, p.19 - Why is it the responsibility of the contractor if a load is contaminated? (Submitted: Oct 5, 2016 7:17:09 AM EDT)

Answer

- The City wants to ensure that program recyclables collected by the contractor are not cross-contaminated by collection activities from other waste streams or activities. (Answered: Oct 5, 2016 11:48:46 AM EDT)

Question 9

Disposal, p.19 - how many contaminated loads have been reported by the current hauler? (Submitted: Oct 5, 2016 7:17:33 AM EDT)

Answer

- The question needs clarification.

Is the question "How many contaminated loads have been charged to the current hauler?" (Answered: Oct 5, 2016 10:47:27 AM EDT)

- Follow up Q & A also in Question 11 (Answered: Oct 10, 2016 12:13:25 PM EDT)

Question 10

Equipment, p. 22 - Assuming the city means CNG when referring to alternative fuel, these trucks are extremely expensive and for a company that does not have a CNG fleet or fueling solution, it is nearly impossible if not prohibitive to afford just a couple of CNG trucks. Fueling solutions for companies that do not have a fleet are almost non existent. If the City is requesting newer trucks, why demand a new fleet? Please reconsider on CNG trucks. (Submitted: Oct 5, 2016 7:21:07 AM EDT)

Answer

- The City of Fort Lauderdale is committed to sustainable operations as outlined both in its Sustainability Action Plan and its Strategic Plan.

Use of alternative fuel will remain a component of this ITB. (Answered: Oct 5, 2016 10:47:27 AM EDT)

Question 11

Clarification on Question 9. Has there been prior loads that were contaminated? (Submitted: Oct 6, 2016 9:29:19 PM EDT)

Answer

- The City has had issues with recycling loads being inadvertently cross-contaminated with other waste streams. (Answered: Oct 10, 2016 8:58:15 AM EDT)

Question 12

Follow up on Question 10 - Does the City have a CNG fueling station? (Submitted: Oct 6, 2016 9:32:01 PM EDT)

Answer

- No, the City does not have a CNG fueling station. (Answered: Oct 10, 2016 8:58:15 AM EDT)

Question 13

On page 12 Section 36 of the bid document: SERVICE ORGANIZATION CONTROLS there are references to three documents:

SSAE 16, SOC Type I

SSAE 16, SOC Type II

SSAE 16, SOC 2 Type I

Will the City explain what these documents are and where they can be obtained? (Submitted: Oct 7, 2016 2:34:48 PM EDT)

Answer

- See Addendum 2

36. SERVICE ORGANIZATION CONTROLS "Not Applicable to this bid (Answered: Oct 10, 2016 1:17:08 PM EDT)

Question 14

Is a performance bond required for this contract? If so what is the required dollar amount of the performance bond? (Submitted: Oct 7, 2016 2:36:51 PM EDT)

Answer

- A performance bond is not required for this bid. (Answered: Oct 10, 2016 12:12:22 PM EDT)

Question 15

Could we please have a pre bid where we can discuss this bid further? (Submitted: Oct 8, 2016 7:46:08 AM EDT)

Answer

- There is no pre-bid scheduled at this time. (Answered: Oct 10, 2016 8:58:15 AM EDT)

Question 16

Although not a question, it must be understood by the City that demanding new trucks at a cost of over

\$300,000 for a contract that is three years is extremely unrealistic and unfair to the locally owned business that wants to partake in this bid. The contract might have two one year extensions but that is not guaranteed. Please revisit this concern. (Submitted: Oct 8, 2016 7:53:30 AM EDT)

Answer

- The use of equipment 2014 or newer helps protect the City from concerns related to aged equipment. This includes oil leaks, body leaks, mechanical failures, etc. This helps us ensure timely service delivery and protects the City and our neighbor's assets. It also ensures that the equipment used is of the more recent technology (emissions, braking systems, lifting mechanisms) and are aesthetically appropriate for use within the City. The awarded vendor does have up to 12 months from the execution of this contract to comply with this requirement. (Answered: Oct 10, 2016 3:32:03 PM EDT)

Question 17

Will the City give a projected contract start date? (Submitted: Oct 10, 2016 12:50:33 PM EDT)

Answer

- The official start date will be December 1, 2016 (Answered: Oct 10, 2016 1:07:34 PM EDT)

Question 18

What does the City consider to be "Alternative Fuel Vehicles?" Please provide examples of what the City considers an alternative. Would a hybrid vehicle, similar to the ones used by the City of Miami, that uses stored hydraulic energy to reduce, but not totally eliminate the use of diesel, be considered acceptable? (Submitted: Oct 10, 2016 1:18:51 PM EDT)

Answer

- Alternative fuels, for transportation applications, include the following: Methanol Denatured ethanol, and other alcohols Fuel mixtures containing 85 percent or more by volume of methanol, denatured ethanol, and other alcohols with gasoline or other fuels; Natural gas (including compressed and liquefied natural gas); Liquefied petroleum gas (propane); Hydrogen Coal-derived liquid fuels; Fuels (other than alcohol) derived from biological materials (biofuels such as soy diesel fuel); Electricity (including electricity from solar energy). The City is agreeable to hydraulic brake energy regeneration technology as acceptable to meet this requirement. (Answered: Oct 10, 2016 3:11:17 PM EDT)

Question 19

You previously answered the question regarding a performance bond not being required, but is a bid bond required? (Submitted: Oct 10, 2016 1:19:59 PM EDT)

Answer

- We are not requiring a bid bond. (Answered: Oct 10, 2016 3:05:12 PM EDT)

Question 20

Is an insurance certificate required to be submitted with the proposal? (Submitted: Oct 10, 2016 1:21:19 PM EDT)

Answer

- Please refer to Part I, Item 25 for Insurance Requirements (Answered: Oct 10, 2016 1:27:51 PM EDT)

Question 21

Is a hauler who currently has an open market commercial license agreement with the city be considered one who already has a license for "Essential Municipal Service?" (Submitted: Oct 10, 2016 1:24:40 PM EDT)

Answer

- Yes (Answered: Oct 10, 2016 3:05:13 PM EDT)

Question 22

Is there a \$10,000 payment due during the first year of the contract or only at the close of the first year and then each anniversary date until termination? (Submitted: Oct 10, 2016 1:27:55 PM EDT)

Answer

- Payment is due for the first year by the one year anniversary of the contract and every year thereafter. (Answered: Oct 10, 2016 3:05:13 PM EDT)

Question 23

Due to the tremendous investment in equipment needed, would the City consider deleting the test period? It would not seem applicable to a contract of this nature (Submitted: Oct 10, 2016 1:29:30 PM EDT)

Answer

- This is a standard requirement for all contractors. (Answered: Oct 10, 2016 3:05:13 PM EDT)

Question 24

Due to the extensive capital and investment needed to be made, the City should make this exclusive to one hauler and not leave open the opportunity to reduce the services at will. These are provisions which should not be applicable to this type of service. Please consider revising. (Submitted: Oct 10, 2016 1:33:05 PM EDT)

Answer

- The language will remain as is. (Answered: Oct 10, 2016 4:18:41 PM EDT)

Question 25

The ITB states there is no Franchise Fee associated with this service, yet the sample contract provided states there is a 23% franchise fee. Please confirm there will not be a franchise fee. (Submitted: Oct 10, 2016 1:35:58 PM EDT)

Answer

- There will be no franchise fee. (Answered: Oct 11, 2016 7:50:41 AM EDT)

Question 26

The proposed \$100.00 limitation of liability in the contract is much too low for this type of investment and may lead to higher rates paid by the City if the hauler is required to build that risk into their pricing. Would the City consider raising the limit to that provided by state statute? (Submitted: Oct 10, 2016 1:39:12 PM EDT)

Answer

- There is not enough information to determine the reference. (Answered: Oct 10, 2016 4:38:34 PM EDT)

Question 27

a. Section 22 "NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES" The second paragraph of this Section needs to be deleted in its entirety and replaced with the following:
 "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 services from another vendor at the City's sole option; provided, however, notwithstanding the foregoing, the City shall not be entitled at any time during the term of the contract to reduce the services then currently performed by Contractor."
 Contractor needs some assurances/stability as to the arrangement it is entering into and an understanding of the level of services it will be providing during the term of the contract. The unilateral right by the City to reduce the level of service under the contract provides Contractor with no certainty as to the nature and extent of the services to be performed, and thus no way to properly budget the anticipated costs and revenues of such services. (Submitted: Oct 10, 2016 1:40:39 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 7:54:51 AM EDT)

Question 28

Section 23 "DELETION OR MODIFICATION OF SERVICES" This Section should be deleted in its entirety. For the same reasons as express i the justification to remove Section 22. (Submitted: Oct 10, 2016 1:41:36 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 10, 2016 4:21:27 PM EDT)

Question 29

Section 24 "SUBSTITUTION OF PERSONNEL" This Section should be deleted in its entirety. hauler cannot agree to give a third party rights to control employment decisions. Such decisions must be made by the hauler in its sole and absolute discretion, otherwise, the City could be deemed a joint employer. (Submitted: Oct 10, 2016 1:42:26 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 10, 2016 4:22:52 PM EDT)

Question 30

As a point of clarification, the hauler should agree to give the City thirty (30) days' written notice prior to the termination of any of the policies required herein, but the COI will not reflect such notice, nor will most haulers insurers agree to give such notice. The ACCORD forms were changed many years ago. (Submitted: Oct 10, 2016 1:43:52 PM EDT)

Answer

- We require 30 days' cancellation notice from the vendor in addition to whatever your policy's cancellation notice provides. (Answered: Oct 11, 2016 7:20:00 AM EDT)

Question 31

Our company carries Pollution Legal Liability (covering its sites) and has the appropriate endorsements under its Automobile Liability coverage (covering pollution related incidents in connection with transportation). We do not carry pollution coverage under the Commercial General Liability policy or under any other pollution policy (except as indicated above). Would that qualify for compliance? (Submitted: Oct 10, 2016 1:45:31 PM EDT)

Answer

- Pollution Liability coverage under their Automobile policy is acceptable. (Answered: Oct 10, 2016 4:39:25 PM EDT)

Question 32

f. Section 30 "DAMAGE TO PUBLIC OR PRIVATE PROPERTY" This Section should be deleted in its entirety and replaced with the following:

"The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and the City agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service hereunder, except to the extent resulting from the negligence or willful misconduct of Contractor. Our company is willing to be responsible to damage caused by its own negligence or willful misconduct, but it is not willing to be an insurer for the City's pavement. The City must ensure that its pavement and curbing is sufficient to carry the weight of hauling vehicles. (Submitted: Oct 10, 2016 1:46:32 PM EDT)"

Answer

- The language will remain as is. These are our special conditions and may require further review by our Risk and City Attorney's Office. (Answered: Oct 11, 2016 8:08:53 AM EDT)

Question 33

b. Section 5.08 "The following language should be added to the end of this Section:

"Notwithstanding anything to the contrary contained herein, the Contractor shall have no obligation to indemnify the City or the City's officers, agents, or employees, or elected officials, to the extent any such claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities arise out of: (i) the negligence or willful misconduct of the City or the City's officers, agents, or employees, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City or the City's officers, agents, or employees."

The Contractor is willing to provide reasonable indemnification to the City, but it should not be required to indemnify the City for the City's own negligence or willful misconduct, the City's breach of the Agreement, or the City's violation of law. (Submitted: Oct 10, 2016 1:47:31 PM EDT)

Answer

- The language will remain as is. These are our general conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:09:47 AM EDT)

Question 34

c. Section 5.09 "This Section should be deleted in its entirety and replaced with the following:

"If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice."

Our company is seeking a reasonable opportunity to cure any alleged breach prior to termination. Additionally, the company needs reasonable rights to terminate the Agreement should the City breach its obligations to the Contractor (primarily payment). (Submitted: Oct 10, 2016 1:48:37 PM EDT)

Answer

- The language will remain as is. These are our general conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:09:47 AM EDT)

Question 35

Section 5.10 "This Section should be deleted in its entirety. Hauler cannot agree to a provision allowing the City to terminate the Agreement for convenience. Termination for convenience provides a hauler with no certainty. (Submitted: Oct 10, 2016 1:49:52 PM EDT)"

Answer

- The language will remain as is. These are our general conditions and may require further review by our City Attorney's Office. (Answered: Oct 10, 2016 4:40:52 PM EDT)

Question 36

Section 5.12 "The following language should be added to the end of this Section:

"Notwithstanding anything contained herein to the contrary, the City shall have no right to audit, inspect, or otherwise review any of Contractor's confidential, proprietary, or privileged information, as determined in the reasonable discretion of Contractor."

The Company needs some basic rights to protect its confidential and proprietary information, especially because any records kept by the City would be subject to state and federal public information requests. (Submitted: Oct 10, 2016 1:50:44 PM EDT)

Answer

- The language will remain as is. These are our general conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 37

(3) Please include or revise the following provisions of the proposed Contractor Agreement included with the ITB:

- a. As a general point, this proposed form of contract will need to be revised significantly, as it includes language related to services not contemplated by the ITB, including, without limitation, collection and disposal of municipal solid waste, bulky waste, and yard waste. All non-applicable language will need to be removed and/or revised accordingly to be applicable solely to the collection of recyclable materials.
- b. Section 7 "This Section should be deleted in its entirety. There is no franchise fee contemplated anywhere in the ITB, so this Section must be struck in its entirety.
- c. Section 10 "This Section should be revised to mirror the indemnification language of Section 5.08 of the City of Fort Lauderdale General Conditions and include the limiting language provided for in a different question.
- d. Section 11 "This Section should be deleted in its entirety. a hauler's liability and indemnification obligations should be limited to Section 10, versus having multiple, competing/conflicting provisions related to liability.
- e. Section 12 "This Section should be revised to mirror the language provided for in a previous question.

(Submitted: Oct 10, 2016 1:55:46 PM EDT)

Answer

- Hauler's agreement is not our Standard Services Contract. Please reference the newly attached Sample Services Agreement. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 38

The following language should be incorporated into any final contract between the parties:

- a. The residents of the City shall not deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if Contractor inadvertently collects and disposes of such Excluded Waste. If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify such resident/business/generator and the City that Contractor may not lawfully collect such Excluded Waste.

There also needs to be reasonable language inserted into the final agreement related to liability for "Excluded Waste". (Submitted: Oct 10, 2016 1:57:23 PM EDT)

Answer

- Hauler's agreement is not our Standard Services Contract. Please reference the newly attached Sample Services Agreement. (Answered: Oct 11, 2016 10:10:44 AM EDT)

Question 39

Because the proposed contract form is going to be revised significantly because it was drafted for other purposes, haulers can not agree to terms not published and expected. Please add a statement to the ITB that reserves the rights of the haulers to negotiate a final form agreement with the City containing standard and non-conflicting provisions. (Submitted: Oct 10, 2016 2:00:24 PM EDT)

Answer

- Hauler's agreement is not our Standard Services Contract. Please reference the newly attached Sample Services Agreement. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 40

In Addendum #2, the City did not indicate what information was changed between version 2 and version 3, please disclose what was changed. (Submitted: Oct 10, 2016 2:19:06 PM EDT)

Answer

- Part 1, Section 36 SERVICE ORGANIZATION CONTROLS is Not Applicable to this bid. (Answered: Oct 10, 2016 3:05:13 PM EDT)

Question 41

The ITB and the sample contract contain a number of conflicting terms (for example, the ITB states the possibility of extension terms, but this is not addressed in the sample contract; termination provisions in GCs vs. sample contract). Will the City please clarify whether the ITB or the sample contract will control when such conflicts exist? Alternately, does the City intend to allow negotiation of final contract terms after award? (Submitted: Oct 10, 2016 3:15:24 PM EDT)

Answer

- Hauler's agreement is not our Standard Services Contract. Please reference the newly attached Sample Services Agreement. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 42

ITB Page 6, Section 15: Will the City please revise this section so that if the parties cannot agree on cost adjustments due to increases in CPI, the matter can be appealed to the City Council rather than the contract being considered cancelled? Additionally, will the City please revise the CPI index to Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics? (Submitted: Oct 10, 2016 3:15:47 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 43

ITB Page 8, Section 24: Will the City please revise this section so that if substitute key management personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the parties can appeal to the City Council rather than cancelling the contract? (Submitted: Oct 10, 2016 3:16:14 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 44

ITB Page 10, Section 28: Will the City please revise this section so that payments of amounts due under the contract are not excused due to force majeure? (Submitted: Oct 10, 2016 3:16:32 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 45

ITB Page 10, Section 28: Will the City please revise this section so that payments of amounts due under the contract are not excused due to force majeure? (Submitted: Oct 10, 2016 3:16:48 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 46

ITB Page 11, Section 30: Will the City please revise this section so Contractor is only responsible for damage to public and/or private property caused by Contractor's negligence or willful misconduct? (Submitted: Oct 10, 2016 3:17:06 PM EDT)

Answer

- The language will remain as is. These are our special conditions and may require further review by our City Attorney's Office. (Answered: Oct 11, 2016 8:25:11 AM EDT)

Question 47

ITB Page 32, Section 5.12; Contract Page 20, Section 24(D): The ITB requires Contractor to keep records for 3 years, but the sample contract requires 5 years' retention. Will the City please clarify which standard applies? (Submitted: Oct 10, 2016 3:17:21 PM EDT)

Answer

- Hauler's agreement is not our Standard Services Contract. Please reference the newly attached Sample Services Agreement.

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. (Answered: Oct 11, 2016 8:47:23 AM EDT)

Question 48

ITB Page 14, Section 2; Contract Page 14, Section 7: The sample contract lists a 23% franchise fee. Will the City please confirm that franchise fees are not applicable to this contract, as stated in the ITB? (Submitted: Oct 10, 2016 3:17:39 PM EDT)

Answer

- The City will not collect franchise fees on this contract. (Answered: Oct 10, 2016 3:32:19 PM EDT)

Question 49

ITB Page 32, Section 5.09; Contract Page 17, Section 12: The ITB and the sample contract contain different termination provisions - will the City please clarify which termination provision will apply? (Submitted: Oct 10, 2016 3:18:05 PM EDT)

Answer

- Please reference the newly attached Sample Services Agreement.

We have two termination provisions, TERMINATION FOR CAUSE and TERMINATION FOR CONVENIENCE. Both

apply depending on the circumstance. (Answered: Oct 11, 2016 8:47:23 AM EDT)

Question 50

ITB Page 32, Section 5.08; Contract Page 15, Section 10: Will the City please clarify whether the indemnification provision in the ITB or the sample contract controls? If the City intends the indemnification provision in the ITB to control, will the City please revise such to clarify that the Contractor will only be obligated to indemnify the City for the Contractor's negligence, willful misconduct, breach, or violation of law, and will not be required to indemnify the City for the City's negligence, willful misconduct, breach, or violation of law? (Submitted: Oct 10, 2016 3:18:24 PM EDT)

Answer

- Indemnification provision in the ITB controls (Answered: Oct 11, 2016 8:47:23 AM EDT)

Question 51

ITB Page 32, Section 5.10: Will the City please revise this section so that the Contractor has the same termination for convenience right? (Submitted: Oct 10, 2016 3:18:45 PM EDT)

Answer

- The language will remain as is. (Answered: Oct 11, 2016 9:02:14 AM EDT)

Question 52

ITB Page 33, Section 5.19: Will the City please revise this section to that Contractor is allowed to assign the agreement to a subsidiary or affiliate without consent and that the City's consent will not be unreasonably withheld, conditioned or delayed for assignee approval? (Submitted: Oct 10, 2016 3:19:01 PM EDT)

Answer

- The language will remain as is. (Answered: Oct 11, 2016 9:02:14 AM EDT)

Question 53

Contract Page 16, Section 11: Will the City please delete this section in its entirety? The Contractor does not handle nor can be it responsible for or indemnify the City for hazardous waste. (Submitted: Oct 10, 2016 3:19:55 PM EDT)

Answer

- Hauler's agreement is not our Standard Services Contract. Please reference the newly attached Sample Services Agreement. (Answered: Oct 10, 2016 3:34:26 PM EDT)

Question 54

If the Bidder does not plan on utilizing Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) firms in the Bidder's performance of the contract, does the Bidder have to include a narrative describing its past utilization and intended actions in this area? (Submitted: Oct 10, 2016 3:42:43 PM EDT)

Answer

- It is requested but not required. If you choose to submit, please upload on a separate page. (Answered: Oct 10, 2016 4:31:28 PM EDT)

Question 55

On what form should the Bidder indicate whether it is or is not an MBE, WBE or SBE firm? (Submitted: Oct 10, 2016 3:42:57 PM EDT)

Answer

- Bid/Proposal Certification (Answered: Oct 10, 2016 3:55:15 PM EDT)

Question 56

Page 5 - 08 Method of Award -. Does the city intend to award the contract by commodity (OCC, Plastics Paper)? (Submitted: Oct 10, 2016 4:21:12 PM EDT)

Answer

- No (Answered: Oct 11, 2016 9:02:14 AM EDT)

Question 57

Page 6 - 16 Cost Adjustment - Will the City Consider Water Sewer Trash for the annual price increase in Year 4? (Submitted: Oct 10, 2016 4:21:31 PM EDT)

Answer

- The language will remain as is. (Answered: Oct 11, 2016 10:10:44 AM EDT)

Question 58

Page 8-23 "Deletion Of Modification Of Services - Please clarify. What portion of this contract would be deleted? (Submitted: Oct 10, 2016 4:21:50 PM EDT)

Answer

- The City reserves the right to modify or delete services as provided under this bid. For example, the City could opt NOT to proceed with the Pilot Electronics Recycling Program. (Answered: Oct 11, 2016 9:02:14 AM EDT)

Question 59

Page 8 - 22 "No exclusive contract/additional services" Please clarify the additional items of services the city may request? (Submitted: Oct 10, 2016 4:22:05 PM EDT)

Answer

- The City reserves the right to add additional services as may be required. An example would be adding additional commodities to its program recyclables. (Answered: Oct 11, 2016 9:10:20 AM EDT)

Question 60

Page 8- 24- Substitution of Personnel "Please clarify satisfactory of key management personnel to the city? What is the criteria used to evaluate?" (Submitted: Oct 10, 2016 4:22:23 PM EDT)

Answer

- The City is looking to ensure that key management personnel have industry experience and that the team providing service under this contract are able to provide a quality level of service to our residents. Historically, the City has been provided resumes of the key management personnel as part of their operational plan once the recommended award has been made. (Answered: Oct 11, 2016 7:20:00 AM EDT)

Question 61

Page 14 "04 Carts" Curbside Recycling How many 95-gallon carts have been distributed? Please provide total number of customers and total number of carts by size that have more than one cart? (Submitted: Oct 10, 2016 4:22:46 PM EDT)

Answer

- The City does not currently keep information on the number of customers with more than one recycling cart. As customers store 3 carts for collections (trash, yard waste and recycle), the requests for multiple carts are few due to special restrictions. Staff would estimate between 75 and 120.

The City does not currently track the size of recycling carts delivered, however, based on inventory records, the estimate is less than 100 customers have 95-gallon carts for recycling. (Answered: Oct 11, 2016 7:35:18 AM EDT)

Question 62

Page 15- 04 What Software is the city using for scanning the carts? Who is the vendor? Can the contractor propose an alternate RFID software system? (Submitted: Oct 10, 2016 4:23:14 PM EDT)

Answer

- The City currently uses a proprietary cloud-based software system supplied by Otto Environmental. It expects to transition to Schaefer Systems International's proprietary software system in the next 90 to 150 days.

The City is open to considering alternative software. (Answered: Oct 11, 2016 7:34:12 AM EDT)

Question 63

Page 18 "08 Pilot Recycling Program" Curbside Electronic Recycling How many residents are participating in the current monthly recycling program? What is the quantity and type of recyclable items for the past 12 months? Will the city consider an alternative electronic recycling program? (Submitted: Oct 10, 2016 4:23:52 PM EDT)

Answer

- This was also asked earlier. The City does not currently provide this service.

The City would be willing to consider alternative electronic recycling programs as part of the discussions with the Contractor regarding the pilot program, but may not accept the alternate proposal. (Answered: Oct 11, 2016 7:32:52 AM EDT)

Question 64

Page 18 - 10 "Special Pick Ups" How many special events and how often does the city estimate this occurrence will take place? (Submitted: Oct 10, 2016 4:24:28 PM EDT)

Answer

- For the following special events:

- 1) New Year's Eve Bash, 2) Spring Break, 3) Air Show, 4) Great American Beach Party, 5) Memorial Day, 6) Fourth of July Spectacular, 7) Huizenga Ice Rink,
- 8) Labor Day, 9) Sistrunk Festival, 10) St Patrick's Day Parade (Answered: Oct 11, 2016 7:25:40 AM EDT)

Question 65

Page 19 "12 Education and community Outreach. Can the city estimate how many collection events will take place and how many educational events will take place?" (Submitted: Oct 10, 2016 4:24:45 PM EDT)

Answer

- Contractor will participate in no more than 12 events per year. The current contractor participates in 3 to 5 events annually related to outreach and education for recycling. (Answered: Oct 11, 2016 7:26:45 AM EDT)

Question 66

Page 19 "14 Disposal" Recyclables Processing - Will the city consider a surcharge for change in the disposal site that is 20 miles or more away from the existing site? (Submitted: Oct 10, 2016 4:25:03 PM EDT)

Answer

- No (Answered: Oct 10, 2016 4:42:24 PM EDT)

Question 67

will the city consider waiving the fleet age requirement to allow time the contractor to place orders and purchase the trucks after the contract is awarded. It is not common to have \$2 million of assets parked idle. (Submitted: Oct 10, 2016 4:59:31 PM EDT)

Answer

- The awarded vendor does have up to 12 months from the execution of this contract to comply with this requirement. (Answered: Oct 11, 2016 9:33:51 AM EDT)

Question 68

Due to the quick submittal turnaround and December 1, 2016 start date, will the City consider waiving the fleet age requirement for 6 months to allow vendors to order and receive trucks? (Submitted: Oct 10, 2016 4:59:43 PM EDT)

Answer

- The City anticipates a transition period while the awarded contractor will be acquiring the equipment required. The City is amenable to alternative equipment being used during this transition period. The Contractor should include this in the operational plan. (Answered: Oct 11, 2016 9:04:27 AM EDT)

Question 69

what is the evaluation criteria during the 90 day test period. (Submitted: Oct 10, 2016 5:00:00 PM EDT)

Answer

- The test period is established to ensure that the awarded contractor can demonstrate the ability to meet the terms of this contract as it relates to staffing, equipment and service and is following their approved operational plan. (Answered: Oct 11, 2016 9:04:27 AM EDT)

Question 70

1. What is the City's current level of contamination (percentage)? (Submitted: Oct 11, 2016 3:33:27 PM EDT)

Answer

- Based on the most recent recycling composition study performed in 2014, the City's contamination rate is 15.68%. The City has not had any loads taken to the processing facility by the current hauler rejected for contamination. (Answered: Oct 12, 2016 7:53:48 AM EDT)

Question 71

What is the contamination percentage threshold where the hauler will be responsible to pay for the disposal of the contaminated material? (Submitted: Oct 11, 2016 3:33:46 PM EDT)

Answer

- The City has not had any loads rejected by the recycling processor under the existing collector agreement. Should a load be rejected by the disposal facility, the hauler would be responsible to pay for the disposal of the contaminated material. (Answered: Oct 12, 2016 7:53:48 AM EDT)

Question 72

Item #14 DISPOSAL & RECYCLING PROCESSING states that the recyclables shall be delivered to a facility within Broward County. If the City changes to a facility outside of Broward County will the hauler be reimbursed for additional travel expense? (Submitted: Oct 11, 2016 3:34:06 PM EDT)

Answer

- Should the City direct the hauler to deliver recyclables to a facility outside of Broward County, they City would reimburse the hauler based on the increase in transport cost associated with the change. (Answered: Oct 12, 2016 7:53:48 AM EDT)

Question 73

The bid is released October 4, 2016, due on October 18, 2016, Commission approval date unknown (???) and requiring that 2014 or newer trucks be used starting most likely in less than 30 days, a virtual impossibility. Aside from that how is this in the best interest of the City and Taxpayers, as they are definitely not going to be getting the best deal? I have no idea why Purchasing would work on this tight of a time frame?

When equipment of this magnitude is required the City needs to understand that it needs to be ordered.

Contractors don't keep millions of dollars of assets generating no revenue sitting on hand with the "hope" of getting a new contract. That would not make very prudent business sense. (Submitted: Oct 11, 2016 3:59:53 PM EDT)

Answer

- We agree that we are under a fairly tight time frame for this bid. However, the scope of service is fairly limited. We are requesting provision of once weekly collection services of the City's own recycling carts, with an average of only half of homes placing their carts out for service weekly.

Staff understands that there are immediate equipment needs. As this ITB will open on Tuesday, October 18th, we expect to be able to qualify the low bidder fairly quickly and recommend award for the November Commission meeting. Immediately upon verifying the responsive and responsible low bidder, the City would then ask the

vendor to develop an operational plan, which would include the fulfillment of any equipment needs. The City expects a transition period after the contract starts where equipment would be purchased or leased and delivery taken. In the interim, the City will accept alternative equipment options as outlined in the contractor's operational plan. (Answered: Oct 11, 2016 4:00:54 PM EDT)

Question 74

Section 7 of the form contract agreement contemplates franchise fees of 23% being paid. Is that the case in this agreement for recyclable services? (Submitted: Oct 12, 2016 1:03:06 PM EDT)

Answer

- Question has already been answered... no franchise fee. (Answered: Oct 12, 2016 1:12:22 PM EDT)

Question 75

On page 15 with Contractor being responsible for cart repairs and replacement for certain carts. Is the value used correct? As the number used is replacement costs and does not take into account the value with normal wear and tear during the previous 4-year term. (Submitted: Oct 12, 2016 1:05:24 PM EDT)

Answer

- It will be for full replacement cost of the cart. (Answered: Oct 12, 2016 1:16:19 PM EDT)

Question 76

Do you have definitions of limited area and term of pilot program for the electronic recyclable collection, e.g. 200 homes or 2,000 homes? Please note the location of a recycling facility for electronics is problematic. (Submitted: Oct 12, 2016 1:05:57 PM EDT)

Answer

- We have not determined the scope of the pilot program and anticipate working with the awarded contractor to determine boundaries. (Answered: Oct 12, 2016 1:16:19 PM EDT)

Question 77

Can the route supervisor provide additional services to the City e.g. solid waste route supervision? (Submitted: Oct 12, 2016 1:06:16 PM EDT)

Answer

- No (Answered: Oct 12, 2016 1:16:19 PM EDT)

Question 78

Why there are residential counts different?

- a. Current 37925
- b. RFP 37888
- c. Broward County Tax Roll 41663

Which is the correct residential count? (Submitted: Oct 12, 2016 1:07:34 PM EDT)

Answer

- Counts are based on a snapshot of the active sanitation units at the time the bid was released. (Answered: Oct 12, 2016 1:16:19 PM EDT)

Question 79

Are scanning activities only taking place for the removing and replacing of carts? (Submitted: Oct 12, 2016 1:07:51 PM EDT)

Answer

- Scanning will occur for deliveries, repairs, exchanges and removals that occur. (Answered: Oct 12, 2016 1:16:19 PM EDT)

Question 80

The City released the Sample Services Agreement only two days ago. Will the City please confirm that the awarded contractor will be provided the opportunity to negotiate the terms of the Sample Services Agreement after award to ensure that appropriate provisions are included? (Submitted: Oct 12, 2016 4:13:04 PM EDT)

Answer

- Any contract provisions needing to be addressed should be noted under Variances in the Bid/Proposal Certification page. (Answered: Oct 13, 2016 10:32:27 AM EDT)