

# Matthew E. Morrall, P.A.

2850 North Andrews Avenue  
Fort Lauderdale, Florida 33311-2514  
Telephone (954) 563-4005

Matthew E. Morrall, Esquire

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October 31, 2016

## VIA HAND DELIVERY

Ms. Jennifer Alvarez ✓  
Manager of Procurement and Contracts - Procurement  
Mr. Kirk Buffington  
Director of Finance – Administration  
City Hall, City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

RE: Protest of Award of ITB 673-11834 to Gold Medal Services of Florida, LLC  
("Golf Medal")

Dear Ms. Alvarez and Mr. Buffington:

My name is Matthew E. Morrall and I represent Republic Services of Florida, Limited Partnership d/b/a All Service Refuse Company ("Republic") the second ranked lowest bidder but the lowest ranked responsive bidder for the above referenced Invitation to Bid Number 673-11834. I am filing this protest on Republic's behalf, along with the protest application fee of \$200.00 from my trust account payable to the City of Fort Lauderdale pursuant to Fort Lauderdale Code of Ordinances Section 2-199-1(6) Bid Protest Procedure and Fort Lauderdale Ordinance C-10-41.

## STANDING

This Protest is timely and in compliance with City of Fort Lauderdale Protest procedures as established by the Bid and City of Fort Lauderdale Ordinances. The Notice of Intent to Award was posted on October 25, 2016, see **Exhibit A** and Republic is filing this Protest on October 31, 2016, the Monday after the fifth day of posting. Republic has standing as the second ranked bidder, see **Exhibit B**, and pursuant to this Protest, it should be awarded the contract as the lowest responsive bidder.

## FACTUAL SUMMARY

The City of Fort Lauderdale issued an Invitation to Bid ("ITB") for Solid Waste Collection Services that required submittal of bids by October 18, 2016. The bids were opened on October 19, 2016 (See **Exhibit B**). The Notice of Award was posted on the City's website on October

25, 2016. The Contract period begins on the award date or on December 1, 2016, whichever is later.

The awarded bidder is Gold Medal Services of Florida, LLC ("Gold Medal"), an entity that was formed on October 11, 2016, and lists its principal address as 2860 State Road 84, Suite 103, Fort Lauderdale, Florida 33311. (See Composite **Exhibit C** attached hereto and made a part hereof consisting of filing of Articles of Organization and Bid Tabulation packet.)

The Hauler license and corporate submittal utilizes a principal address for its office that is currently (2860 State Road 84, Suite 103, Fort Lauderdale, Florida 33311) exclusively leased to Waste Connections of Florida (See **Exhibit D**) ("Waste Connection Leasehold") and Gold Medal has no office or use of the property until after the expiration of the lease that is after the expiration of the proposed contract to be awarded. Gold Medal applied for a Hauler License (See **Exhibit E**) on October 12, 2016, that was finally approved by the City on October 24, 2016 (See City Attorney approval dated October 24, 2016 in **Exhibit E**), after the bid submittal and after the bid opening. In both the ITB response and the Hauler License application, Gold Medal listed the Waste Connection Leasehold as its address. Gold Medal has no equipment doing business in Florida and its location provided although in Fort Lauderdale, is used exclusively by another unrelated solid waste company. In addition, Gold Medal has never provided service in Florida (much less Fort Lauderdale) due to its formation October 11, 2016, and the application for a commercial hauler license that was approved by the City after the bid submittal. The Hauler license does not evidence any equipment titled/licensed in Florida. See Gold Medal Equipment List evidencing equipment with New Jersey tags attached to Exhibit "E". On October 31, 2016, after City receipt of Exhibit D, Gold Medal changed its registration with the Secretary of State to a principal address of 13 Pelican Isle, Fort Lauderdale, Florida 33301, a residential property owned by a Glen M. Miller, the president of Gold Medal (See Composite **Exhibit F** evidencing change in filing with Secretary of State and the Property Appraiser Information). Gold Medal did not list any exceptions to the bid in its proposal.

Republic currently utilizes CNG trucks in the providing service to the City of Fort Lauderdale and have fifty-three (53) employees that work and live in Fort Lauderdale. Republic is truly a local employer in Fort Lauderdale.

Republic has been continually doing business in Broward County for over 50 years and has provided solid waste collection and recycling services to either the City of Fort Lauderdale, its residents or businesses for the entire time. Republic is also a licensed commercial hauler in Fort Lauderdale as required by the Bid and is the current service provider for the requested recycling services. Republic is also the second largest solid waste and recycling company in North America. Republic meets or exceeds all of these requirements in the ITB to provide the requested services to the City and submitted the appropriate information in its response to be eligible as set forth above.

The Bid contains the following Sections in Part I:

**"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. (Emphasis added) 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."

Section 16:

**"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, (emphasis added) 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)."

**LEGAL AND FACTUAL ISSUES PROTEST**

The question for consideration in this Protest is whether Gold Medal's failure to comply with requirements set forth herein has met the criteria for award as a responsive and responsible bidder. Given the above facts, it is apparent that Gold Medal was the lowest bidder but not the lowest responsible bidder.

Responsible bidder requirements are spelled out in the Fort Lauderdale Ordinances Section 2.173:

"Sec, 2-173 – Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Responsible bidder* means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

*Responsive bidder* means a person who has submitted a bid which conforms in all material respects to the invitation to bid."

In this case, a low bid may be "too good to be true" and various factors may indicate that the bidder cannot perform. A public entity is not necessarily required to accept the lowest dollar bid, but instead may bypass the "lowest bid" if that bidder or the bid itself is not "responsible." See, e.g., City of Pensacola v. Kirby, 47 So. 2d 533, 535 (Fla. 1950) (statute requiring award to "lowest responsible" bidder does not require agency to award contract to the "lowest dollars and cents" bidder); Couch Construction Co. v. State DOT, 361 So. 2d 184 (Fla. 1<sup>st</sup> DCA 1978); Mayes Print Co. v. Flowers, 154 So. 2d 859 (Fla. 1<sup>st</sup> DCA 1963). The "responsible Bidder" requirement vests discretion in the public authority to determine whether the lowest bidder is in fact also the lowest responsible bidder by considering various performance related factors including such matters as facilities available, financial resources and ability, experience, quality of previous work, reputation for performance, judgment and skill, outstanding obligations, integrity and credit, pecuniary ability, and various other matters relating to the ability of the bidder to perform the contract. (Emphasis added) See, e.g., Duboise Const. Co. v. City of South Miami, 108 Fla. 362, 146 So. 833 (1933); and Engineering Contractors Assoc. of South Florida, Inc., 789 So. 2d 445, 451 (Fla. 4<sup>th</sup> DCA 2001). Analogous federal authorities likewise illustrate that a public entity may consider performance, financial, and other factors, including whether a bid is abnormally low, unrealistic, or a "low-ball" offer, or otherwise made without adequate resources so as to create risk that the contractor will abandon or short-change performance. The federal decisions have termed this a "price realism analysis" and is used to make a "responsibility" determination, a performance risk assessment, or an analysis of whether the offer or understands the work. See, e.g., Information Sciences Corp. v. United States, 73 Fed. Cl. 70, 100-103 (U.S. Ct. Fed. Claims Sept. 19, 2006).

The ITB for Curbside Recycling Collection Services requires the Bidder to be eligible pursuant to Part I Section .05 "must demonstrate that they have successfully completed services, as specified in the Technical Specifications/Scope of Services Section of this Solicitation..." In this instance, Gold Medal is a company formed fourteen (14) days before submittal and has not provided services anywhere in Florida or anywhere else. Further, Section .05 requires Gold Medal to be eligible for award that they "are normally and continually engaged in performing such services and are properly licensed to perform such work." Once again, Gold Medal is a new entity and has not normally and continually engaged in performing any services much less the services set forth in the ITB. In response to the submittal of Gold Medal's proposal, it listed contracts in New Jersey for companies that are not owned or ever serviced by Gold Medal. These contracts may have common ownership but that criteria was not in the Bid. The Bid requires that the "contractor must demonstrate...." and in this instance Gold Medal does not qualify or demonstrate. (Emphasis added) Any attempt to allow Gold Medal to utilize related companies or its officers' experience is contrary to the Bid and the determination would be arbitrary and capricious. The ITB could have allowed such language and chose not to thus providing strict criteria for eligibility.

Generally, a bidder can be disqualified as non-responsible for a variety of reasons including such matters as: lack of required qualifications, lack of necessary resources and experience, financial inability or insolvency, submitting false statements in bids, delinquencies on prior contract, failure to meet applicable pre-qualification requirements, failure to possess required certifications, and the like. (Emphasis added). Typically these type requirements cannot be satisfied post-bid opening. City of Opa Locka v. Trustees of Plumbing Industry Promotion Fund, 193 So. 2d 29, 32 (Fla. 3d DCA 1966). For the reasons set for the above and below, Gold Medal's bid is invalid and not responsive to the ITB.

Gold Medal also was required to be licensed pursuant to Part II Section .02 which requires "copies of all required licenses must be included with Bidder's Proposal." It is a fact that the party recommended for the award (see **Exhibit A**) has never provided service to the City and in fact was qualified to do business in Florida immediately prior to submission of the ITB and was only formed several days prior to submittal (see **Composite Exhibit C**). Gold Medal did not submit any licenses with its application. Licenses required listing a current Occupational License "if Contractor's place of business is located within the City limits". Gold Medal has represented that its office is located within the City limits of Fort Lauderdale for both locations submitted. The current location is a residence and as such would not qualify. Granted the original location is currently used by another unaffiliated solid waste and recycling company that has the exclusive use of the property but Gold Medal has either failed to submit a mandatory occupational license or has misrepresented its office location in the application for its Hauler License. Further, it is required under the ITB for the Contractor to have the award of a Hauler License prior to bid opening. In this instance, the license was granted five (5) days after opening of the bid. Either instance should result in disqualification.

The failure to comply with the qualifications, has resulted in a material variance in the response eliminating Gold Medal from consideration. By failing to be a responsible bidder, any result in an award to Gold Medal will be predicated upon an arbitrary and capricious process and contrary to Florida Law. An agency is likely, however, to be found to have acted arbitrarily if it does not comply with the criteria in its own proposals. Emerald Corr. Mgmt. v. Bay County Bd. Of Comm'rs, 955 So. 2d 647, 653 (Fla. 1st DCA 2007). For example, in City of Sweetwater v. Solo Const. Corp., 823 So. 2d 798 (Fla. 3d DCA 2002), the city issued an invitation to bid that stated the contract for a stormwater improvement project would be awarded to "the responsive, responsible [b]idder which submitted the lowest acceptable [p]roposal." The city instead awarded the contract based on criteria not advertised in the specifications. The Third District Court of Appeal held that the City's award was arbitrary and capricious because it was based on criteria not found in the bid documents, nor clearly defined elsewhere. Also see Intercontinental Properties, Inc. v. State of Florida Department of Health and Rehabilitative Services, et al., 606 So. 2d 380, 386 (Fla. 3d DCA 1992); City of Sweetwater v. Solo Construction Corporation, 823 So. 2d 798 (Fla. DCA 2002) ["Award of a public contract to a contractor who was not the lowest responsible and responsive bidder unfairly circumvents the intent of competitive bidding standards.] Further, Tropabest Foods, Inc. v. State of Florida, Department of General Services, 493 So 2d. 50 articulated: ".... a bid containing a material variance is unacceptable, .....

Citing Robinson Electrical Co. Inc. v. Dade Co. 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982).

In general, a contract cannot be awarded to a nonexistent entity, since no entity would be bound to perform the work. Oklahoma County Newspapers, Inc., Comp. Gen. Dec. B-270849, 96-1 CPD 213, 1996 WL 225730 (May 6, 1996). Similarly, if a bidder's corporate charter has been dissolved, it lacks legal capacity to contract, and so cannot be awarded the bid. Casper Const. Co., Inc., Comp. Gen. Dec. B-253887, 93-2 CPD 247, 1993 WL 437055 (Oct. 26, 1993). If a proposal is ambiguous on the identity of the offering entity, the offer will be unacceptable, since there is uncertainty as to exactly who is bound to perform the contract. B&L services, Inc. v. Dept. HRS, No. 85-3294BID, 1986 WL 401534 at ¶ 9, 34, & 37 (DOAH June 4, 1986). Such ambiguous bids are nonresponsive because they do not exhibit an intent of the bidder to be bound by the terms of the contract and this directly impacts the price, quantity, quality and delivery of the solicited products. Honeywell, Inc. v. United States, 16 Cl. Ct. 173, 35 Cont. Cas. Fed. (CCH) ¶ 75, 611 (U.S. Cl. Ct. 1989), rev. on other grounds, 870 F. 2d 644 (Fed. Cir. 1989); Griffin Const. Co., B-185790, 76-2 CPD ¶ 26, 1976 WL 13110 (July 9, 1976) (award of contract to an entity other than that named in the bid constitutes an improper substitution of bidders). Moreover, it is improper to substitute bidding entities after bids have been submitted. For example, in Mil-Tech Systems, Inc. v. United States, 6 Cl. Ct. 26, 28, 31-35 Cont. Cas. Fed. (CCH) 72, 719 (U.S. Cl. Ct. 1984), the court held a bidder could not transfer all of its stock to another company where the only assets of the bidder's company was the awarded bid because such transfer of stock under those circumstances was tantamount to an illegal substitution of the bidder and constitute improper "bid brokering." Nowhere in the submitted Bid by Gold Medal is it clear that the entity providing the service in New Jersey that serves as the reference for work performed is the same entity that is providing service for the contracts submitted, that equipment being licensed is available to do business in Florida or even owned by the entity that is being licensed by Fort Lauderdale and it is unclear that Gold Medal is an entity that has the ability to provide the service. In this instance, the City does not even require the test period language to determine that Gold Medal cannot provide the service. For the above reasons the recommendation to award to Gold Medal should be rescinded and awarded to Republic

Republic believes that the failure of Gold Medal to comply with the ITB requirements is contrary to the best interest of the City because the lowest bidder has no history with the City. Republic's bid numbers are substantially lower than any other Bidder (see attached **Exhibit B**) and if Gold Medal, the lowest bidder, is deemed not responsive, the citizens of Fort Lauderdale would best be served by Republic being deemed responsive given its proven track record with the City.

The law is clear, even in the context of requests for proposals, that a public body is not entitled to omit or alter material provisions required by the RFP because in doing so the public body fails to "inspire public confidence In the fairness of the RFP process." Emerald Correctional Management v. Bay County Board of County Commissioners, 955 So. 2d 647 (Fla. 1<sup>st</sup> DCA 2007), citing, State, Department of Lottery v. Gtech Corp., 816 So. 2d 648 (Fla. 1<sup>st</sup> DCA 2001).

Material deviations or changes include those that involve fraud or misconduct, or that provide a

bidder with an unacceptable or material competitive advantage. See, Liberty City v. Asphalt & Concrete, 421 So. 2d 505 (Fla. 1981) are also reasons to reject a bid proposal. In general, the test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether it affects the amount of the bid by giving the bidder an advantage not enjoyed by other bidders. Harry Pepper and Associates, Inc. v. City of Cape Coral, 352 So. 2d 1190 (Fla. 2d DCA 1977). ITBs list "Criteria" in the solicitation document that creates an obligation to comply by the Bidder unless an exception is made. In this instance, Gold Medal did not make any exceptions in its Bid. This listing is not exhaustive of required items. The bid or proposal may still be fatally defective if the bidder or respondent is otherwise not responsive to information and criteria specified anywhere in the ITB, and the omission meets the test of a material variance from the specification requirements as discussed above. Failure to comply with such mandatory requirements is a material error that renders a bid non-responsive. See, e.g., City of Wildwood v. Gibbs & Register, Inc., 694 So. 2d 763 (Fla. 5<sup>th</sup> DCA 1997) (after bids were announced, mathematical errors were discovered showing that low bidder had not met the required MBE/WBE percentage); Vito's Trucking and Excavating Co. v. Dept. of Transportation, No. 84-3436BID, 1984 WL 275479 at ¶6, 9, 14 (DOAH Dec. 14, 1984) (bid was non-responsive because bidder failed to meet DBE percentage requirements). In this instance, Gold Medal has supplied inaccurate information on its location, represents that it owns equipment that is owned by another entity, used services provided by another entity as references and in its application for the Hauler License the information supplied is also inaccurate and having a valid Hauler License is a material requirement to be eligible to be awarded the bid.

Florida's competitive procurement process is aimed at the protection of the public against collusive contracts, fraud, bias, and favoritism. Among other things, it is designed to secure fair competition on equal terms to all bidders, to secure the best values at the lowest possible expense, to provide an opportunity for an exact comparison of bids, and to assure that the most responsive bid is accepted. (Emphasis added) Wester v. Belote, 103 Fla. 976, 138 So. 721 (1931). The ITB set forth certain criteria regarding qualifications and obligations as condition precedent to provide recycling services to Fort Lauderdale residents. Gold Medal has failed to comply with mandatory requirements to qualify as eligible and any award to Gold Medal would jeopardize the Bid process contrary to Florida Law and public policy:

Gold Medal has failed to comply with the eligibility requirements and is also not responsive to the ITB by failing to meet mandatory and material criteria set forth therein. Gold Medal's bid should be rejected. Gold Medal's failure to comply with the ITB Bid makes it a non-responsive bidder.

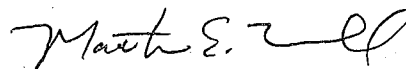
## CONCLUSION

Gold Medal's submission is not in substantial compliance with the City of Fort Lauderdale's Bid requirements and Gold Medal should be found non-qualified and non-responsive. Republic should be awarded the Bid pursuant to the City's ITB process as the lowest Responsible Bidder.

October 31, 2016

Florida courts have stated that the purpose of competitive bidding statutes is for the protection of the public and to assure that a public authority does not arbitrarily or capriciously discriminate between bidders. It would be clear error and a departure from the essential requirements of law to not disqualify Gold Medal based on material irregularities in their bid, their lack of eligibility and the material advantage gained by submitting a proposal with no downside e.g. if Gold Medal fails to perform, there is no bid bond, it is a new entity with limited assets and no proven track record and any failure would result in Fort Lauderdale being harmed with limited remedies. Also, the City has a duty to protect the public health and welfare of its citizens to collect recyclable and ensure that this service is provided timely. The requirement of Gold Medal to procure trucks, a yard location, drivers, and supervisors by December 1, 2016, does not provide reasonable assurances that the service will be available by December 1, 2016. Couple this with the long history of Republic providing service in Fort Lauderdale, the pricing savings available to the citizens of Fort Lauderdale in the event Gold Medal is not qualified and fails the Test Period requirements prior to beginning the service, it is in the City's best interest to award the Contract to Republic to prevent the City residents from the very real risk that recycling will not be collected if the City chooses Gold Medal. Finally, nothing herein should be construed as a waiver or prejudice of any additional rights of protest or remedies that Republic may have pursuant to the ITB and Florida law.

Very truly yours,



Matthew E. Morrall

/kls

Enclosures

cc: Lee Feldman, City Manager  
Cynthia A. Everett, Esq., City Attorney



**ITB AWARD RECOMMENDATION / INTENT TO AWARD**

**PROCUREMENT SPECIALIST:** Laurie Platkin

**DATE:** 10/25/16

**ITB#:** 673-11834

**ITEM / SERVICE:** Curbside Recycling Collection Services

Approved and signed by the Procurement Manager and a representative of the department to submit the award recommendation to the department.

**RECOMMENDATION:**

A. Which vendor is recommended for Award? Gold Medal Services of FL, LLC

B. Does this meet specifications as per the department's request and as advertised?

YES ☒

NO ☐

If NO, is the variance considered:

MINOR ☐

MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received?

YES ☒

NO ☐

D. List the Bids that are low but DO NOT meet specifications and list reasons why each does not meet specifications:  
attach a memorandum of explanation to this form if necessary.

(Attach an additional sheet if further comment or explanation is required.)

SIGNATURE: \_\_\_\_\_

Procurement Manager or designee

Date: 10/25/16

THIS FORM MUST BE COMPLETED FOR ALL AWARD RECOMMENDATIONS OF \$10,000 AND ABOVE.

Over \$25,000

YES ☒

NO ☐

E x A .



CITY OF FORT LAUDERDALE

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The City of Fort Lauderdale

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## View Bid #673-11834 - Curbside Recycling Collection Services

### Description

673-11834-01-01 - Weekly Pickup and Delivery of Program Recyclable Materials

Award	Supplier	Unit Price	Price
<b>Not Awarded</b>			
	GOLD MEDAL ENVIRONMENTAL	\$2.79	\$1,268,490.24
	Republic Services	\$3.56	\$1,618,575.36
	World Waste Recycling <b>(Add)</b>	\$3.99	\$1,814,077.44
	Waste Pro of Florida	\$5.44	\$2,473,328.64

[Close](#)

- The bid has been decrypted.
- The agency has requested that all offers be shown after the bid is decrypted.
- The agency has requested that all offers be shown after the bid is awarded.
- This tabulation may not contain all received bids.

All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

**Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)**

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Product Feedback

Ex. B

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CAM #16-1314  
10/19/2016  
Exhibit 4  
Page 10 of 122

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L16000188208  
FILED 8:00 AM  
October 11, 2016  
Sec. Of State  
mtmoon

**Article I**

The name of the Limited Liability Company is:

GOLD MEDAL SERVICES OF FL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL. US 33312

The mailing address of the Limited Liability Company is:

2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL. US 33312

**Article III**

The name and Florida street address of the registered agent is:

GLEN MILLER  
2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL. 33312

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: GLEN MILLER

Exc

#### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
GLEN MILLER  
13 PELICAN ISLE  
FORT LAUDERDALE, FL. 33301 US

Title: MGR  
JAMES SAGE  
7921 LINCOLN DRIVE  
PHILADELPHIA, PA. 19118 US

L16000188208  
FILED 8:00 AM  
October 11, 2016  
Sec. Of State  
mtmoon

#### **Article V**

The effective date for this Limited Liability Company shall be:

10/12/2016

Signature of member or an authorized representative

Electronic Signature: WALTER B. DENNEN, ESQ.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**Bid Tabulation Packet  
for  
Solicitation 673-11834**

**Curbside Recycling Collection Services**

**Bid Designation: Public**



**CITY OF FORT LAUDERDALE**

**City of Fort Lauderdale**

Ex C

BidSync

**GOLD MEDAL ENVIRONMENTAL**

Bid Contact **JOHN COGGINS**  
**jcoggins@goldmedal.net**  
**Ph 609-537-6077**

Address **SEWELL, NJ 08080**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
673-11834-01-01	Weekly Pickup and Delivery of Program Recyclable Materials	Supplier Product Code:	First Offer - \$2.79	454656 / each \$1,268,490.24	Y
Supplier Total					\$1,268,490.24

**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: DEPTFORD TOWNSHIP**

Address: **1011 COOPER STREET**

Contact: **MIKE STORM**

Phone # **856.229.4844**

Contract Value: **\$1,226,686.00** Year: **2012**

**2. Company Name: CITY OF WILDWOOD**

Address: **4400 NEW JERSEY AVE**

Contact: **CHRISTOPHER FOX**

Phone # **609.522.2444**

Contract Value: **\$522,228.00** Year: **2014**

**3. Company Name: MIDDLE TOWNSHIP**

Address: **33 MECHANIC STREET CAPE MAY COURTHOUSE**

Contact: **CONSTANCE MAHON**

Phone # **609.465.8745**

Contract Value: **\$648,000.00** Year: **jcoggins@goldmedal.net**

**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](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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**jcoggins@goldmedal.net**

**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: **GOLD MEDAL SERVICES OF FLORIDA, LLC**

**JOHN COGGINS**

Name (Printed)

Signature

**10.18.2016**

Date:

**jcoggins@goldmedal.net**

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) 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.

Business Name

(2) 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.

**GOLD MEDAL SERVICES OF  
FLORIDA, LLC**  
Business Name

(3) 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.

Business Name

(4) 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.

Business Name

(5) 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.

Business Name

(6) 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.

Business Name

BIDDER'S COMPANY: **GOLD MEDAL SERVICES OF FLORIDA, LLC**

AUTHORIZED COMPANY  
PERSON:

**JOHN COGGINS**

**jcoggins@goldmedal.net**

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) **GOLD MEDAL SERVICES OF FLORIDA, LLC**

Address: **2860 STATE RD 84**

City: **FORT LAUDERDALE** State: **FL** Zip: **33312**

Telephone No. **856.784.5050** FAX No. Email: **jcoggins@goldmedal.net**

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

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

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>
1	10.4	2	10.10	3	10.10
4	10.11				

**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 BIDSYNC you must also click the "Take Exception" button.**

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

Submitted by:

**JOHN COGGINS**

Name (printed)

Signature

**10.18.2016**

Date:

**jcoggins@goldmedal.net**

Title



WASTE CONNECTIONS  
of FLORIDA  
*Connect with the Future*

3840 NW 37<sup>th</sup> Court  
Miami, FL 33142

T: 305 638 3800

F: 305 694 7207

[www.progressivewaste.com](http://www.progressivewaste.com)

[dribar@wasteservicesinc.com](mailto:dribar@wasteservicesinc.com)

October 30, 2016

**VIA Hand Delivery**

City of Fort Lauderdale

Attn: Laurie Platkin, Procurement Specialist

100 N. Andrews Avenue, Suite 619

Fort Lauderdale, FL 33301

RE: Letter Regarding Bid 673-11834 ("Solicitation") Submitted by Gold Medal Services of FL, LLC. ("Gold Medal")

Dear Ms. Platkin:

It has recently come to my attention that Gold Medal turned in a bid to the Solicitation which included within their submission and within their City of Fort Lauderdale hauling license application, a primary place of business address that is not theirs to use. Since 2012, Progressive Waste Solutions of FL, Inc. (now d/b/a Waste Connections of Florida) has been the sole and exclusive lessee of the office at 2860 State Road 84, Suite 103, Fort Lauderdale, FL 33312. At no time since 2012 has another waste company had any rights to use the office listed by Gold Medal as their primary place of business.

If you have any questions or need any clarification, please do not hesitate to contact me.

Respectfully submitted,

Damian A. Ribar  
Division Vice President

Ex D

# **City of Fort Lauderdale**

## **Hauler License Application and Contractor Agreement**



### **PUBLIC WORKS DEPARTMENT**

#### **SOLID WASTE MANAGEMENT**

**949 NW 38<sup>TH</sup> Street  
Fort Lauderdale, Florida 33309**



# City of Fort Lauderdale Public Works Department

## APPLICATION FOR ESSENTIAL MUNICIPAL SERVICE LICENSE

PRIVATE COLLECTOR

NEW



RENEWAL



### Instructions For Completing Application

- A. Please type requested information, print and sign.
- B. All information must be supplied in full.
- C. Application must be signed in front of a Public Works Department Employee, who will sign as a witness.
- D. Corporate seal if applicable will be required on the Application.
- E. An application fee of \$25.00 and a license agreement fee of \$1.00 is required and must be submitted with the completed application. Your application will not be processed until bank clearance. Checks should be made payable to City of Fort Lauderdale.
- F. All required documents must be attached to the application, including a certificate of insurance naming the City as an additional insured.
- G. Applicants must submit two (2) credit references, one from a local banking institution.
- H. Applicants must have **NO** outstanding bills with the City.
- I. Call Public Works / Solid Waste Management located at (954) 828-7726, for additional information or help in filling out the Application. Applicable sections of Chapter 24 of the Code of Ordinances are available online at [www.fortlauderdale.gov](http://www.fortlauderdale.gov)

### RENEWAL INFORMATION

Company Name: Gold Medal Services OF FL, LLC

License Number: 201610 Expiration Date: \_\_\_\_\_





**SPECIAL INSTRUCTIONS FOR EXECUTING LICENSE AGREEMENTS**

**WHAT TO DO OF THE APPLICANT IS A SOLE PROPRIETORSHIP  
(i.e., INDIVIDUAL or D/B/A) AND NOT A COMPANY OR CORPORATION:**

1. Check the Sole Proprietorship box and supply the requested information.
2. This Application and Agreement **MUST** be executed by the owner of the business.  
Example: Title - Owner  
Joseph Rich
2. The Application and Agreement **MUST** be executed in the presence of two (2) unrelated witnesses. One witness shall be the City Official accepting application.
4. No one signs on the "ATTEST" line and no corporate seal is required.

**WHAT TO DO IF THE APPLICANT IS A COMPANY OR A CORPORATION:**

1. Check the Partnership or Corporation box and supply the requested information.
2. One company officer such as the President, Vice President or Treasurer of the Company or Corporation, or one local managing officer **MUST** execute this Application and Agreement if there are 25 or more shareholders.
3. The Application and Agreement **MUST** be executed in the presence of two (2) unrelated witnesses. One witness shall be the City Official accepting application.
4. The Secretary of the Company or Corporation **MUST** attest to the foregoing signature by signing on the line provided below the word "ATTEST".
5. The corporate seal **MUST** be affixed to the document.

Schedule appointment and present completed license Application and Agreement to:

City of Fort Lauderdale  
Public Works / Solid Waste Management  
949 NW 38<sup>th</sup> Street  
Fort Lauderdale, Florida 33309

For questions and to schedule an appointment, call Stephanie McCutcheon at 954-828-7726



**Section 24-87 (1) (a)**

**Check Appropriate Box**

☐

**Sole Proprietorship**

**Name of Business:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Owner's Full Name:** \_\_\_\_\_

**Owner's Home Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Operations Manager Name:** \_\_\_\_\_

☐

**Partnership**

**Name of Business:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Partner's Name Applying for License:** \_\_\_\_\_

**Operations Manager Name:** \_\_\_\_\_

**Name of Partners**

**Business Address**

**Business Phone**

**If limited partnership, qualify limits of each partner:**

**Name of Partners**

**Limits**



**Corporation**

Name of Business: GOLD MEDAL SERVICES OF FL,LLC  
Physical Business Address: 2860 STATE ROAD 84  
City: FORT LAUDERDALE State: FL Zip Code: 33312  
Phone: \_\_\_\_\_ E-Mail: JSAGE@GOLDMEDAL.NET  
Officer's Name Applying for License: GLEN MILLER  
Operations Manager Name: JAMES SAGE

<u>Title</u>	<u>Name</u>	<u>Business Address</u>	<u>Business Phone</u>
President:	GLEN MILLER	2860 STATE RD 84 FORT LAUDERDALE FL	(856)784-5050
Vice President:	JAMES SAGE	2860 STATE RD 84 FORT LAUDERDALE FL	(856)784-5050
Treasurer:	JAMES SAGE	2860 STATE RD 84 FORT LAUDERDALE FL	(856)784-5050
Secretary:	JAMES SAGE	2860 STATE RD 84 FORT LAUDERDALE FL	(856)784-5050

Twenty-five or more shareholders; Managing officer shall be sufficient.

Manager's Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_



**Section 24-87 (1) (b)** Have there been any convictions of above-mentioned names? YES ☐ NO ☒

If yes, are records attached to Application? YES ☐ NO ☒

**Have official documents pertaining to the following been attached?**

**Section 24-87** Letter of Credit from Local Bank YES ☒ NO ☐

Letter of Credit (Financial Worthiness) YES ☒ NO ☐

**Section 24-87 (1) (d)** Proof of current incorporation in good standing YES ☒ NO ☐

**Section 24-87 (1) (a)** List from State of incorporation of all officers YES ☒ NO ☐

**Section 24-87 (1) (d)** If foreign corporation, information certifying that applicant is qualified to do business in the State of Florida YES ☐ NO ☒

**Section 24-87 (1) (d)** If fictitious name, proof of registration YES ☐ NO ☒

**Section 24-93** Certificate of insurance policies in the Applicants own name with the City listed as an additional insured, as follows:

\$2,000,000/General Liability YES ☒ NO ☐

\$1,000,000/Combined single limit bodily injury and property damage liability YES ☒ NO ☐

**Section 24-87 (1) (c)** Has Applicant operated a garbage can and trash collection removal business in this or another state under a (Please check one):

FRANCHISE YES ☐ NO ☒

PERMIT YES ☐ NO ☒

LICENSE YES ☒ NO ☐

If so, has such Franchise, Permit, or License ever been revoked or suspended? (Please check one):

YES ☐ NO ☒

If the answer to the above is yes, please give reasons (Use separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_

**Section 24-66(a)** A description of the type of equipment is being submitted with application as provided for in Form A.

YES ☒ NO ☐





Section 24-66(a)

A description of the type of equipment is being submitted with application as provided for in Form A.

YES ☒ NO ☐

Section 24-66(a)

A complete account listing is being submitted with this application as provided for in Form B.

YES ☐ NO ☒

Section 24-87 (5)

Application Fee of \$25 and Agreement Fee of \$1 submitted:

Paid Check # 1542

YES ☒ NO ☐

Section 24-66(b)(1)

Acknowledgment of 23% monthly Franchise FEE Form C.

YES ☒ NO ☐

Section 24-66(b)(2)

Acknowledgment of monthly Materials Report Form D.

YES ☒ NO ☐

Section 24-87 (4)

Application Signed

YES ☒ NO ☐

Section 24-88 (1)

Executed Contract Signed

YES ☒ NO ☐

**APPLICATION ACKNOWLEDGEMENT**

I hereby state that I have read, understand and if licensed, will ensure that I and the company I represent will comply with all City ordinances, License Agreements, and established policies and procedures applicable to this business activity as stated in the Application and License Agreement. I also state that I will ensure that I and the company I represent will comply with and obey all applicable local, state, and federal ordinances, laws, rules, and regulations. ADDITIONALLY per Chapter 24 Section 24-95 of the Code of Ordinances, I acknowledge that the violation of any terms and conditions of the Agreement or Code shall be cause for the City Manager to revoke such license whereby the licensee shall immediately cease all operations and shall be considered to have forfeited such license and the rights acquired thereunder.

Dated this 12TH day of OCTOBER, 20 16

Name: JAMES SAGE

SIGNATURE: 

Title: VICE PRESIDENT

Phone No.: (856)784-5050

Company: GOLD MEDAL SERVICES OF FL, LLC

Address: 2860 STATE ROAD 84 SUITE 103

City: FORT LAUDERDALE

State: FL

Zip Code: 33312

#1 Witnessed by: (as to applicant's above information)

Name: JOHN COGGINS

Title: GENERAL MANAGER

Business Address: 1770 HURFFVILLE RD

City: SEWELL

State: NJ

Zip Code: 08080

Phone: (856)537-6077

E-mail: JCOGGINS@GOLDMEDAL.NET

Relationship to Signatory: EMPLOYEE SIGNATURE: 



**BELOW THIS LINE TO BE COMPLETED BY SOLID WASTE ADMINISTRATION OFFICE ONLY**

#2 Witnessed by City Official (as to above applicant's SIGNATURE who personally appeared)

Government Issued Photo Identification: DL \_\_\_\_\_ Passport \_\_\_\_\_ Other \_\_\_\_\_

City Official Name (Print): Stephanie McCutcheon Title: Solid waste + Recycling specialist

City Official Signature: [Signature]

Collector Company Name: GOD NEPAL SERVICES OF FL, LLC

Address: 2860 STATE RD 84 FORT LAUDERDALE, 33312

Essential Municipal Service License Number: 201610

SUBMITTAL IS HEREBY APPROVED:

[Signature]  
Solid Waste Administration

YES ☒ NO ☐  
October 14, 2016  
Date

INSURANCE IS HEREBY APPROVED:

[Signature]  
Guy Hine, Risk Management

YES ☒ NO ☐  
10/21/16  
Date

APPLICATION IS HEREBY APPROVED:

[Signature]  
Paul Berg, Acting Public Works Director

YES ☒ NO ☐  
10/21/16  
Date

APPROVED AS TO FORM:

[Signature]  
City Attorney

YES ☒ NO ☐  
10.24.16  
Date

**Please Forward to City Manager**



**LICENSE AGREEMENT BETWEEN  
CITY OF FORT LAUDERDALE, FLORIDA  
AND**

**GOLD MEDAL SERVICES OF FL, LLC**  
**FOR SOLID WASTE COLLECTION**

**THIS AGREEMENT**, made this 12TH day of OCTOBER, 2016, by and between the City of Fort Lauderdale, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and,

**GOLD MEDAL SERVICES** hereinafter referred to as the "Provider";

WHEREAS, Provider is a private collector licensed to do business in the State of Florida; and

WHEREAS, the Provider has applied for a license from the City to provide essential municipal solid waste collection and disposal service to its citizens; and

WHEREAS, as a part of the application process for being granted a license as aforementioned, the City requires that the Provider execute an Agreement with the City agreeing, among other things described herein, that the debris, garbage, trash and similar waste material collected and removed by them, shall be delivered to sites or facilities duly licensed for the disposal of recyclables or other waste materials; and

WHEREAS, pursuant to the City Code Section 24-88(1), the City Manager is empowered to execute such agreements;

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

**Section 1.** The Provider is hereby granted a non-exclusive franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the City for the purpose of collecting, removing and disposing of refuse and solid waste materials, and shall also include recyclable material collection from businesses and multifamily sites within the City, subject to the terms, conditions, and expectations of this Agreement.

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

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

*Bulk container* shall mean containers for the deposit of refuse that may be emptied by mechanical means

*Bulky wastes* shall mean large discarded items placed for disposal such as large boxes, barrels, crates and large furniture, but not including garden and yard trash and special waste items.

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

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

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



*Commercial trash* shall mean any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers, sweepings, furniture, appliances, and other accumulations not included under the definition of garbage, generated by the operation of stores, offices, public buildings and other business places. Commercial trash shall also include all trash placed in public receptacles in public places for collection as provided by this Agreement

*Commercial units* shall be identified as, but not limited to, all businesses, office buildings, stores, filling stations, motels, laundries, hotels, public buildings, food service, lodging establishments, service establishments, light industry, heavy industry, schools, churches, clubs, hospitals and nursing homes.

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

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

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

*Effective Date* shall mean the date this Agreement was executed by the City Manager.

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

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

*Hazardous Materials (HAZMAT)* shall mean any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300(5). Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. See definition of hazardous substance.

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

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

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

*Multiple dwelling units* shall mean any building containing four (4) or more permanent dwelling units, not including motels or hotels.





*Nonresidential unit* shall mean any business or commercial or other unit occupied for other than residential purposes.

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

*Provider* shall mean the applicant and business entity that agrees to perform the work or service as set forth in the Agreement.

*Recyclable material* shall mean material which can be removed from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which for the purposes of this Agreement are defined as:

- (1) All Cans - including empty aerosol spray cans.
- (2) All Cardboard- Clean and dry
- (3) Glass - food and beverage bottles and jars only - any color excluding: ceramics, dishes, window glass, mirrors or light bulbs.
- (4) Paper - Shiny inserts, magazines, junk mail, catalogs, phone books, paper, cardboard cereal boxes, excluding corrugated cardboard.
- (5) Plastic - beverage, shampoo, laundry detergent or bleach bottles excluding auto products (motor oil or anti-freeze), pool chemicals, pesticides or fertilizers.

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

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

*Roll-off container* shall mean any container used for the collection and storage of construction demolition debris, and refuse that can be picked up and transported on a specially equipped truck to the disposal site.

*Trash receptacle* shall mean a container of not greater than thirty-gallon capacity, which shall be free of jagged or sharp edges fitted with two (2) handles or a bail by which it may be lifted and which shall not have any inside structures such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Also includes refuse carts not greater than ninety-five gallon capacity.

**Section 3.** It is the intent of this Agreement to provide for the non-exclusive collection by the Provider of refuse, industrial waste, construction trash and recyclable materials from non-residential uses in the City with the exception of the exclusions specifically listed.

Collection shall be by Provider provided labor, materials and equipment in accordance with the following:

**(A) Multiple dwelling units and mobile home parks; containers emptied by mechanical means.**

(1) Refuse shall be collected from multiple dwelling units and mobile home parks not less than twice per week and at a greater frequency if required to protect the public's health. Collection service for customers using bulk containers will be available from two (2) days to six (6) days per week, and the frequency of service will be mutually agreed upon by the customer and the Provider.

(2) It is the duty of the owners/operators of multiple dwelling units and mobile home parks to accumulate refuse in locations mutually agreed upon by the owners/operators and the Provider, and which are convenient for collection by the Provider. Where mutual agreement is not reached, the City Manager shall designate the location.

(3) The Provider shall make collections with as little disturbance as possible to the customer. The work shall be



done in a sanitary manner and any refuse spilled by the Provider shall be picked up immediately by the Provider's employees. In the event that the Provider does not collect refuse in a sanitary manner, the City shall have the right to utilize City staff (cost and overhead plus 10%) or hire an independent contractor to collect any refuse spilled by the collector and the cost shall be back-charged to the Provider.

(4) Multiple dwelling units shall be required to use bulk containers. Residential units and mobile home parks with less than sixteen (16) units, may use bulk containers or other containers at the City's discretion.

(5) Maintenance of bulk containers shall be as set forth in the City Code; however, the Provider shall be responsible for maintaining bulk containers in an operable condition at all times and shall clean and paint such containers as necessary to maintain them in a clean and sightly condition. The Provider shall not impose any separate or additional charge to customers for the rental or routine/regular maintenance of front end mechanical containers.

**(B) Commercial units.**

(1) Refuse shall be collected from commercial units not less than twice per week and at a greater frequency if required to protect the public's health. Collection service for customers using bulk containers will be available from two (2) days to six (6) days per week, and the frequency of service will be mutually agreed upon by the customer and the Provider. If refuse is collected more than once per day, the Provider may charge the customer for the extra collection.

(2) It is the duty of the owners/operators of commercial units to accumulate refuse in locations mutually agreed upon by the owners/operators and the Provider, and which are convenient for collection by the Provider. Where mutual agreement is not reached, the City Manager shall designate the location.

(3) The Provider shall make collections with as little disturbance as possible to the customer. The work shall be done in a sanitary manner and any refuse spilled by the Provider shall be picked up immediately by the Provider's employees. In the event that the Provider does not collect refuse in a sanitary manner, the City shall have the right to utilize City staff (cost and overhead plus 10%) or hire an independent contractor to collect any refuse spilled by the collector and the cost shall be back-charged to the Provider.

(4) Commercial units must use bulk containers for accumulation of refuse. The Provider shall provide bulk containers as required to maintain satisfactory service for all commercial units. Small commercial units may use a limited number of refuse carts not to exceed ninety-five gallon capacity.

(5) Maintenance of bulk containers shall be as set forth in the City Code; however, the Provider shall be responsible for maintaining bulk containers in an operable condition at all times and shall clean and paint such containers as necessary to maintain them in a clean and sightly condition. The Provider shall not impose any separate or additional charge to customers for the rental or routine/regular maintenance of front-end mechanical containers.

**(C) Recyclable materials collection.** The Provider shall provide their customers with recyclable material collection.

(1) The Provider shall accurately account for the quantity (in tons) of recyclable material collected within the City pursuant to this Agreement. Quantities (in tons) of recyclable material collected shall be made available to the City on a monthly basis and upon request when needed for grant applications or auditing purposes. The City shall retain the right to make periodic inspections of the Provider's facilities and equipment in order to verify quantities of recyclable material collected.

(2) The Provider will promote the recycling program. The Provider will design promotional events and educational programs and prepare promotional materials such as letters and/or flyers for customer distribution.

**(D) Exclusions: hazardous waste and special waste.**

The Provider may refuse to collect refuse from a customer if the Provider believes that such refuse contains hazardous material, hazardous substances and/or hazardous waste.

**Matt Morrall**

---

Ex C

**From:** Potter, Ann <APotter@sunrisefl.gov>  
**Sent:** Thursday, May 05, 2016 4:35 PM  
**To:** Tim Bowers (tbowers@wasteprousa.com); Turgot, Jean-Pierre (JTurgot@republicservices.com); Minnis, Catherine (CMinnis@republicservices.com); jsiegel@wm.com; Matt Morrall (morrall@bellsouth.net)  
**Subject:** Final scoring for Solid Waste and Recycling Services  
**Attachments:** Copy of Sunrise\_CostEvaluation\_Revised0504r.pdf

The cost analysis that was previously provided contained math errors. I have attached the revised sheets. The error was made on all three (3) firms totals and had to do with only listing the monthly prices for some items instead of yearly. This had no effect on the ranking order which stayed the same. Waste Pro was still the highest ranked firm with an overall 95.20 points. Waste Management was still 2<sup>nd</sup> highest with a total of 89.51 points and Republic Services was still 3<sup>rd</sup> with 88.84 points.

A meeting was publicly noticed and held on May 3, 2016 at 2:30 pm to read the clarification into the record. Sorry for any inconvenience this error may have caused.

Again this had no effect on the outcome of the final scoring or ranking. I have attached a copy for your files.

Thanks



Ann Potter, CPPB  
Purchasing Director  
Finance & Administrative Services- Purchasing  
10770 W Oakland Park Blvd, 3rd Floor, Sunrise, FL 33351  
P: (954) 572-2276 F: (954) 578-4809  
[www.sunrisefl.gov](http://www.sunrisefl.gov)

#### **Section 4. Schedules and Routes.**

(A) *In general.* The Provider shall notify the City of its routes and schedules. The City reserves the right to deny the Provider's vehicles access to certain streets, alleys, and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets or bridges. However, the Provider shall not interrupt the regular schedule and quality of service because of such street closures.

(B) *Storms.* In the event an excessive amount of debris or refuse has accumulated by reason of any severe storm (such as a hurricane) or freeze, natural disaster, riot or other calamity (each a "Disaster Event"), the Provider shall collect such debris or refuse from its customers.

(C) *Hours.* Except for unusual circumstances, and with the express permission of the City's representative, the Provider shall not begin collections prior to 6:00 a.m. or after 7:00 p.m.

(D) *City not liable for delays.* It is expressly agreed that in no event shall the City be liable or responsible to the Provider or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Provider, or from or on account of any delay from any cause over which the City has no control.

(E) *Report of service.* From time to time, the City Manager may require reports from the provider; for example, weight of refuse collected for a given period, etc. The Provider agrees to provide such information, when required in writing by the City Manager relating to the Provider's operations in the City.

#### **Section 5. Provider's Relation To City.**

(A) *Provider as independent contractor.* It is expressly agreed and understood that the Provider is in all respects, an independent contractor as to the work notwithstanding in certain respects the Provider is bound to follow the direction of the City Manager, and that the Provider is in no respect an agent, servant, or employee of the City. The Agreement specifies the work to be done by the Provider, but the method to be employed to accomplish this work shall be the responsibility of the Provider, unless otherwise provided in the Agreement.

(B) *Subletting contract.* The Agreement, or any portion thereof, shall not be sublet except with the prior written consent of the City Manager. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract, shall, under any circumstances, relieve the Provider of his liability and obligation under this Agreement, and despite any such subletting, the City shall deal through the Provider. Subcontractors will be dealt with as workmen and representatives of the Provider, and as such, will be subject to the same requirements as to character and competence as are other employees of the Provider.

#### **Section 6. Equipment.**

(A) *Type.* The Provider shall use only vehicles with bodies, which are watertight to a depth of not less than eighteen (18) inches, with solid sides, using pneumatic tires. Open vehicles may be used with City approval.

(B) *Amount.* The Provider shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

(C) *Condition.* Equipment is to be maintained in a reasonable, safe, working condition and shall be identified with the number of the vehicle printed in letters not less than three (3) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. Mechanical containers, compactors and roll-off containers shall be clearly marked and labeled with the Provider's name and/or logo. The labeling requirement does not apply to equipment with a capacity of ninety-five (95) gallons or less. No advertising shall be permitted on vehicles. The Provider is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Provider at the request of the customer or the City, will exchange mechanical containers that become offensive with odor, rusted out, damaged, or a danger to the public within seventy-two (72) hours.

(D) *Vehicles.* Vehicles used for the collection of garbage, commercial and industrial trash shall be of the compactor type. The use of open vehicles will be permitted for the collection of yard and garden trash, and other materials with City approval. Open and construction vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered

Ex B

Total Annual Residential		
Republic	Waste Management	Waste Pro
\$ 3,495,607.20	\$ 4,302,662.04	\$ 3,831,968.28

Total Annual Commercial		
Republic	Waste Management	Waste Pro
\$ 4,642,113.37	\$ 4,488,693.52	\$ 4,229,847.31

Total Annual Contract Value		
Republic	Waste Management	Waste Pro
\$ 8,137,720.57	\$ 8,791,355.56	\$ 8,061,815.59

39.63	36.68	40
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$A/B \times C = D$

40 Total Possible Points

Where:

A = lowest price

B = Proposer's price

C = total possible points for price (40)

D = points earned by Proposer

from the Provider's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. The Provider's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

#### **Section 7. Franchise Fee.**

A twenty-three percent (23%) franchise fee on collected gross receipts or equivalent value (including lease and container rental for mechanical containers, roll-offs, other bulk containers, compactors and/or other waste processing equipment permanently installed at customer locations) shall be paid to the City by the Provider. A franchise fee shall not be collected on revenues received by the Provider for commercial recovered material services pursuant to Section 403.7046, Florida Statutes.

#### **Section 8. Payments.**

(A) Franchise fees are due and payable to the City by the twentieth (20<sup>th</sup>) calendar day of the month following the month within which such services were provided. Payment shall be mailed to City – Attention – Finance Director, 100 North Andrews Ave, Fort Lauderdale, Florida 33301.

(B) Along with the required payment, the Provider shall furnish the City with a written statement, on the Provider's letterhead, of the total gross receipts or equivalent value billed and collected during the month services were provided and the total gross receipts or equivalent value billed and collected for the year-to-date of that month (with October 1<sup>st</sup> being the commencement of the year). Included on this statement will be the total franchise fees due payable to the City during the month services were provided as well as the year-to-date total of those franchise fees. This statement will be signed by an officer of the Provider attesting to the truthfulness and accuracy of the information and franchisee fees reported. Each statement will be notarized by a State of Florida Notary Public.

(C) A late fee of one (1) percent per month calculated daily on the unpaid balance of all fees due shall be assessed on all late payments. The date of arrival at the City shall be used to determine the amount of late fee levied. Billings for late fees shall be calculated and billed monthly and are due and payable upon receipt. The minimum late fee bill shall be twenty-five dollars (\$25.00).

#### **Section 9. Insurance.**

(A) *Liability Insurance.* The Provider shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims which may arise out of or result from the Provider's performance of the work and the Provider's other obligations under this Agreement, whether such performance is by the Provider, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance required by this paragraph shall include the specific coverage set forth herein and be written for not less than the limits of liability and coverage provided in Section 9(B), or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded cannot be canceled, changed or non-renewed refused without a ten (10) day prior written notice provided to the City. All such insurance shall remain in effect during the term of this Agreement. In addition, the Provider shall maintain such completed operations insurance for at least one (1) year after termination of this Agreement and furnish City with evidence of continuation of such insurance at final payment and one (1) year thereafter.

(B) Minimum insurance coverage, with limits and provisions, are as follows:

- General Liability Insurance: The Provider shall carry, in its own name, a comprehensive liability policy for its operations, other than automobile, with limits of at least two million dollars (\$2,000,000.00). Said limits may be a combination of basic and excess liability insurance. The general liability policy must not exclude pollution coverage and provide a separate limit of at least two million dollars (\$2,000,000.00) or the Provider must carry a separate pollution liability policy with limits of at least one million dollars (\$1,000,000.00).
- Automobile Liability Insurance: The Provider shall carry in his own name a policy under a comprehensive form to insure the entire automobile liability of its operations with limits of not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability.



Total Annual Residential			
Republic	Waste Management	Waste Pro	
\$ 291,300.60	\$ 358,555.17	\$ 319,330.69	

Total Annual Commercial			
Republic	Waste Management	Waste Pro	
\$ 1,368,186.01	\$ 1,320,996.46	\$ 1,247,359.01	

Total Annual Contract Value			
Republic	Waste Management	Waste Pro	
\$ 1,659,486.61	\$ 1,679,551.63	\$ 1,566,689.70	

37.76	37.31	40
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A/B x C = D

40 Total Possible Points

Where:

A = lowest price

B = Proposer's price

C = total possible points for price (40)

D = points earned by Proposer

Ex A

- **Workers' Compensation and Employers' Liability Insurance:** Provider must maintain Workers' Compensation insurance with coverage consistent with Florida Statute 440. Employers' Liability limits must be at least \$500,000.00. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the department of financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).
- **Insurance – Sub-contractors:** Provider shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the Provider may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Provider.

(C) **Other Insurance Provisions:** The City shall be specifically included as an additional insured on all certificates of insurance (with exception of the automobile and workers' compensation insurance). All certificates must be received and approved by the City's Risk Manager prior to commencement of the work. In the event the insurance coverage expires prior to the completion of the Agreement, a renewal certificate shall be issued ten (10) days prior to the expiration date. The certificate shall provide a ten (10) day notification clause in the event of cancellation or modification to the policy.

(D) **Deductible Clause:** The Provider shall declare all self-insured retention and deductible amounts.

(E) All insurance carriers shall be rated A- or better by the most recently published A.M. Best Rating Guide and authorized to issue insurance policies in the State of Florida. The City may request a copy of the insurance policy and reserves the right to accept or reject the insurance carrier.

(F) **Liability of the City:** The above insurance requirements shall not be construed as imposing upon the City or any official or employee any liability or responsibility for damage to any person injured or any property damaged by any Provider.

## **Section 10. Indemnification**

(A) **Disclaimer of Liability.** The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Provider's fulfillment of this Agreement.

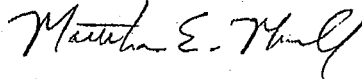
(B) **Indemnification.** For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Provider agrees as follows:

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

Ann Potter, CPPB, Purchasing Director  
May 9, 2016  
Page 4

a new RFP is issued, All Service will work with the City in good faith to extend the existing franchise for a reasonable term at a reasonable price.

Very truly yours,



Matthew E. Morrall

/kz

cc: Kimberly A. Kisslan, City Attorney, City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351  
[CityAttorney@sunrisefl.gov](mailto:CityAttorney@sunrisefl.gov)

David S. Dee, Esq.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308

Jean-Pierre Turgot, General Manager, All Services Refuse Division  
Republic Services of Florida Limited Partnership  
751 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33311

negligent, engages in willful misconduct, breaches this Agreement or violates applicable law.

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

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

#### **Section 11. Environmental.**

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

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

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

The scope of the Provider's indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity. It is understood and agreed that the Provider shall have no obligation pursuant to this Section 11 for any obligations relating to disposal of waste at any disposal facility to which Provider is directed by the City to dispose of the City's waste.

required by the RFP because in doing so the public body fails to "inspire public confidence in the fairness of the RFP process." **Emerald Correctional Management v. Bay County Board of County Commissioners** 955 So. 2d 648 (Fla. 1<sup>st</sup> DCA 2007), citing **State Department of Lottery v. Gtech Corp.**, 816 So. 2<sup>nd</sup> 648 (Fla. 1<sup>st</sup> DCA 2001). In this RFP, no formula or backup material is available to determine how these calculations for each individual category were arrived at for this award.

Criteria No. 2 of the scoring requires the evaluation of the following: Proposer's equipment, personnel, resources, technical approach, methodology, and implementation plan. Category 3 is the Proposer's equipment, personal, resources, approach, methodology, and plan for providing the services required under the Agreement. Category 4 is any other relevant information concerning the Proposer's ability to provide outstanding service, value, and benefits that are consistent with the best interests of the City, including programs that promote sustainability and green initiatives. Once again All Service has offered all new 2017 CNG trucks (with the exception of its 2017 Clam Shell Diesel Truck) utilizing personnel that are familiar with the City, have provided automation services to the City without issue and has operational knowledge that only comes from working within your City. All Service incorporated the Republic Rewards Programs to continue to provide education to your residents and to provide incentives to recycle. This program was established by the second largest solid waste and recycling company in the world and addresses all of the criteria set forth above. Again, the calculations of three evaluators do not breakdown the actual individual points for the categories 3 and 4 set forth in Criteria No. 2 or whether the calculations used were an apples to apples comparison between the Proposers.

**In a RFP, each member of the Review Committee should independently evaluate each proposal by evidencing the number of points to each of the categories in the first two criteria based upon the categories set forth therein and should set forth the calculations for each category.** In reviewing Exhibit B, the Staff only provided a revised scoring calculation for Criteria No. 3 (pricing) and once again the Categories in Criteria No. 1 and No. 2 were not shown or scored individually or provided any backup or reasons for the scoring to provide transparency to the results. In this instance, the only criteria that had a formula (Criteria 3) had to be revised and resulted in significantly different numbers. If a further adjustment is made for the 198 igloos versus commercial containers, All Service would be the lowest cost provider and would have adjusted the price formula to have All Service be the overall lowest price provider with the added benefit of saving your residents money while creating more franchise fees for the City. By not scoring this separately (each evaluator failed to evaluate for each category and for each service) by not adjusting the price further for the 198 igloos, the actual scores were arrived at in an arbitrary and capricious manner contrary to the RFP requirements and Florida law. Couple this with Waste Pro not including igloos no apple to apple comparison of pricing, the question becomes what else was not compared correctly. Therefore, All Services requests that the RFP be awarded based on price to All Service or rejected and a new RFP issued. In the event

## **Section 12. Termination and Suspension of Agreement.**

(A) *Suspension of Agreement.* The City may, for cause, suspend the work or any portion of the work for a period of not more than ninety (90) days by notice in writing to the Provider which shall fix the date on which work shall be resumed. The Provider shall resume the work on the date fixed.

(B) *Termination of Agreement.* The City retains the right to terminate this Agreement if after fifteen (15) days written notice of a breach and the failure of Provider to cure any one or more of the following events:

- If the Provider makes a general assignment of its assets or receivable for the benefit of creditors.
- If the Provider persistently fails to perform the work in accordance with the Agreement, including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- If the Provider repeatedly fails to make prompt payments to the City.
- If the Provider repeatedly disregards proper safety procedures.
- If the Provider disregards any local, state or federal laws or regulations.
- If the Provider otherwise violates any provisions of this Agreement.

(C) Should the Provider's services be terminated by the City, the termination shall not affect any rights of the City against the Provider then existing or which may thereafter accrue.

## **Section 13. Revocation of License.**

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

## **Section 14. Compliance with Laws and Regulations.**

The Provider hereby agrees to abide with all applicable Federal, State, County and City laws and regulations including those falling under the National Pollutant Discharge Elimination System (NPDES) and the Interlocal Agreement between the City of Fort Lauderdale and participating municipalities dated November 26, 1986, as said agreement is amended from time to time. The Provider shall indemnify and save harmless the City, all of its officers, representatives, agents and employees against any claim or liability arising from, or based on violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employee or his subcontractor. This clause shall apply not only during the term of this Agreement, but also as to any claim, liability or damages which are based on the Provider's conduct during the terms of this Agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforesaid conduct, as a successor to the Provider.

information was provided on Thursday, May 5, 2016 at the end of the day. (See the email response from Ms. Potter provided May 5, 2016 at 4:35 P.M. that is attached as composite Exhibit "C".) The second evaluation only addresses the change in the calculation of Criteria 3, the cost of Proposer Services (that was the only section of the evaluation that utilized a specific formula) and did not address Criteria 1 or 2 of the RFP scoring system. The final pricing in Exhibit "B" shows that **ALL SERVICES RESIDENTIAL CUSTOMER COSTS OF SERVICES ARE \$336,361.08 LOWER THAN WASTE PRO'S AND \$807,054.84 LOWER THAN WASTE MANAGEMENT'S.** This pricing was done to lessen the impact of the rate increase on the residential customers and also results in an increase of Commercial Franchise Fees to the City of Sunrise. In addition, Waste Pro's overall price did not include igloos but commercial containers that will require additional enclosures to be built and resulted in cost savings that All Service, if also allowed to forego these 198 igloos, can use to beat the overall price and become the lowest cost provider overall while saving the City residents money and increasing revenue to the City.

Unfortunately, Staff failed to reevaluate Criteria No. 1 that consists of 1) the experience and qualifications of the Proposer and 2) the Proposer's prior performance when providing similar services. Staff has failed to provide any breakdown or backup as to how these calculations were made and inexplicably Waste Management and Waste Pro were ranked higher than All Service, the only company that has drivers (all experienced in providing service to Sunrise for at least two (2) years and some for over twenty-three (23) years) and a supervisor that is actually providing services to Sunrise currently as well as all of its other employees that have worked with Sunrise. At the RFP, presentation Staff made general comments about the excellent job All Services (and particularly the supervisor) had done in addressing issues, communication with Staff and the residents, as well as, providing good service to the City. Generally, the statements made were that there were not any problems with the service and the Staff was satisfied with the current services being provided. Given that All Service is the only company to provide the actual service, the experience and qualifications of All Service (Category 1) should as a practical matter be vastly different and scored different than Waste Pro and Waste Management because of familiarity with the Community and the actual experience of providing the services well to the City for forty (40) years. The second part of the evaluation for Criteria 1 is the Proposer's prior performance when providing similar services. Neither Water Pro or Waste Management has provided services to Sunrise while All Service has and in fact All Service transitioned one thousand (1,000) residential accounts in Sunrise to automation service as part of a pilot program on behalf of Sunrise without any problems. The success of that pilot program was part of the reason Sunrise decided to change to an automated service. Staff has not broken down the points awarded between Category 1 and Category 2 of Criteria No. 1 and the disparity in ranking regarding the points awarded by the evaluations may only be explained where one evaluator weighted the categories differently than the other. The failure to break this out in the scoring fails to provide transparency to the public regarding the selection and award of the RFP is contrary to Florida Law and the public policy within Florida to do business in the Sunshine. The law is clear that a public body is not entitled to omit or alter material provisions

#### **Section 15. Impoundment of Vehicles and Containers. Section 24-70.**

(A) A vehicle or container may be removed and impounded by the City when the Provider continues to use a vehicle or container for the collection of garbage, trash or similar waste material after a license has been revoked.

(b) Any vehicle or container removed or impounded will be taken to a garage, which has been designated and is maintained by the City for the storage of impounded vehicles.

(c) The charge for towing or removal of any vehicle or container under this section and storage charges shall be based upon the actual expenses incurred by the City in such towing and storage and shall be payable by the Provider.

(D) Whenever the City removes an impounded vehicle or container as provided in this section, the City shall give notice to the Provider of the fact of such removal, the reasons therefore and the place to which the vehicle or container has been removed. The notice shall include a complete description of the vehicle, the date, time, and place it was impounded, the reasons for such removal and impoundment and the name of the garage or place where the vehicle is stored.

(e) Any vehicle or container impounded pursuant to this section may be held by the city for a period of time not to exceed sixty (60) days; provided, however, that a vehicle or container shall be released when the Provider's revoked license has been reinstated.

(f) Vehicles or containers shall only be released upon the approval of the City Manager. No vehicle or container shall be released until all expenses for towing and storage are paid. Any vehicle impounded and stored by the City and which is not claimed and removed by the Provider upon the expiration of a sixty-day period of time may be sold at public auction and the proceeds applied to towing and storage costs.

#### **Section 16. Legal Fees.**

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

#### **Section 17. Limitation of Liability**

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



**Matthew E. Morrall, P.A.**

2850 North Andrews Avenue  
Fort Lauderdale, Florida 33311-2514  
Telephone (954) 563-4005

Matthew E. Morrall, Esquire

Facsimile: (954) 566-7754  
E-mail: [morrall@bellsouth.net](mailto:morrall@bellsouth.net)

May 9, 2016

**VIA FAX 954-578-4809 and  
E-MAIL [APotter@sunrisefl.gov](mailto:APotter@sunrisefl.gov)**

Ann Potter, CPPB  
Purchasing Director  
Finance & Administrative Services – Purchasing  
10770 W. Oakland Park Blvd., 3<sup>rd</sup> Floor  
Sunrise, Florida 33351

RE: City of Sunrise RFP 16-02-01-AP  
For Solid Waste and Recyclable Material Collection Services

Dear Ms. Potter:

I represent Republic Services of Florida Limited Partnership d/b/a All Service Refuse ("All Service") your current franchise hauler and your franchise hauler for over 40 years and a respondent to the above referenced Request for Proposal ("RFP"). Although the City of Sunrise does not have a formal protest process, please allow this letter to serve as a Notice of Protest because the RFP as presently evaluated fails to be consistent in the method and manner established in the RFP and as a result the evaluation and recommendation of award is arbitrary and capricious and fails to follow Florida Law. I am providing this letter and requesting that this letter be part of the backup for the May 10, 2016, City Commission Meeting Consent Agenda 4(F) item that addresses the award of the RFP. In addition, please allow this letter to serve as a request to allow myself and other representatives from All Service to address the Commission on this item to set forth the inconsistencies regarding the evaluation process and the increase costs to the residents of Sunrise due to the arbitrary and capricious nature of the evaluations.

As part of this evaluation process there are three (3) parts to the calculation identified on Exhibit A, (the first scoring sheet) and Exhibit B (the second and final scoring sheet). The reason for the two sheets is as a result of my review of the initial scoring and inquiries on the protest procedure to your City Attorney and Procurement Department the scoring was revised in a special meeting on Monday, May 3, 2016, to correct Criteria No. 3 pricing. This Meeting was publicly noticed but surprisingly the Staff did not notify All Service. This information that the City revised its scoring was provided me in a phone conversation with your attorney on Wednesday evening. All Service then made a Public Record Request and the new evaluation

**Section 18. Notice.**

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

To the City:

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

To the Provider:

GOLD MEDAL SEX  
2860 SR 84 SUITE 103  
FORT LAUDERDALE, FL 33312  
Attention: GLEN MILLER

**Section 19. Severability.**

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

**Section 20. Term of License.**

The term of this Agreement shall be for a period commencing on 10/14/2016 and continuing through 10/13/2019 for a three (3) year term.

**Section 21. Permits.**

The Provider shall obtain and pay for all permits and licenses. It shall be the responsibility of the Provider to secure and pay for all necessary licenses and permits of a permanent or temporary nature necessary for the prosecution and completion of the work.

**Section 22. Taxes.**

The Provider shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with all laws.

**Section 23. Governing Law; Venue; Waiver of Jury Trial**

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

Ex C

## Matt Morrall

---

**From:** Potter, Ann <APotter@sunrisefl.gov>  
**Sent:** Thursday, May 05, 2016 4:35 PM  
**To:** Tim Bowers (tbowers@wasteprousa.com); Turgot, Jean-Pierre (JTurgot@republicservices.com); Minnis, Catherine (CMinnis@republicservices.com); jsiegel@wm.com; Matt Morrall (morrall@bellsouth.net)  
**Subject:** Final scoring for Solid Waste and Recycling Services  
**Attachments:** Copy of Sunrise\_CostEvaluation\_Revised0504r.pdf

The cost analysis that was previously provided contained math errors. I have attached the revised sheets. The error was made on all three (3) firms totals and had to do with only listing the monthly prices for some items instead of yearly. This had no effect on the ranking order which stayed the same. Waste Pro was still the highest ranked firm with an overall 95.20 points. Waste Management was still 2<sup>nd</sup> highest with a total of 89.51 points and Republic Services was still 3<sup>rd</sup> with 88.84 points.

A meeting was publicly noticed and held on May 3, 2016 at 2:30 pm to read the clarification into the record. Sorry for any inconvenience this error may have caused.

Again this had no effect on the outcome of the final scoring or ranking. I have attached a copy for your files.

Thanks



Ann Potter, CPPB  
Purchasing Director  
Finance & Administrative Services- Purchasing  
10770 W Oakland Park Blvd, 3rd Floor, Sunrise, FL 33351  
P: (954) 572-2276 F: (954) 578-4809  
[www.sunrisefl.gov](http://www.sunrisefl.gov)

**Section 24. Miscellaneous Provisions.**

(A) The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Provider and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any manner as a limitation of any rights and remedies available to any or all of them that are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Agreement.

The provisions of this Section will survive final payment and termination or completion of this Agreement.

(B) The Provider shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Provider and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Provider, which shall immediately cease and terminate.

(C) The Provider and its employees, agents, representatives, officers, volunteers and agents shall be and remain as independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any manner be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

(D) The City reserves the right to audit the records of the Provider relating in any way to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Provider agrees to submit to an audit by an independent certified public accountant selected by the City. The Provider shall allow the City to inspect, examine and review the records of the Provider at any and all times during normal business hours during the term of this Agreement.

(E) The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.

(F) The Provider Acknowledges and agrees that this License Agreement may be terminated immediately upon notice by the City, that the City has adopted an ordinance replacing or significantly amending the provisions of Article III of Chapter 24 of the City of Fort Lauderdale Code of Ordinances to remove the existing licensing scheme detailed in Sections 24-66 through 24-92 of the Code of Ordinances.

Ex B

Total Annual Residential		
Republic	Waste Management	Waste Pro
\$ 3,495,607.20	\$ 4,302,662.04	\$ 3,831,968.28

Total Annual Commercial		
Republic	Waste Management	Waste Pro
\$ 4,642,113.37	\$ 4,488,693.52	\$ 4,229,847.31

Total Annual Contract Value		
Republic	Waste Management	Waste Pro
\$ 8,137,720.57	\$ 8,791,355.56	\$ 8,061,815.59

39.63	36.68	40
-------	-------	----

$A/B \times C = D$

40 Total Possible Points

Where:

A = lowest price

B = Proposer's price

C = total possible points for price (40)

D = points earned by Proposer

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as follows:

COMPANY NAME: GOLD MEDAL SERVICES OF FL. LLC

WITNESSES

Christina Miller  
Signature

Christina Miller  
Type Witness Name

Lindsey Fischer  
Signature

Lindsey Fischer  
Type Witness Name

BY:

Glen M. Miller  
Signature, Authorized Agent

Glen M. Miller CEO  
Type Name & Title of Signatory

ATTEST TO SIGNATURE:

Officer of Company

BY:

Glen M. Miller  
Signature, Secretary

Glen M. Miller  
Type Name of Secretary

Affix Corporate Seal Here:

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2016  
by Glen Miller and Christina Miller and Lindsey Fischer  
respectively, of Gold Medal a Florida corporation, on behalf of the corporation.  
☒ They are personally known to me or ☐ have produced ☐ as identification and  
and ☒ do ☐ did not take an oath.

(SEAL)

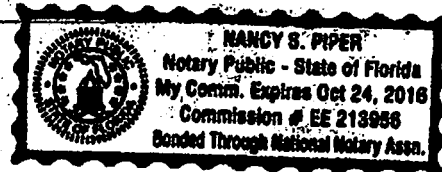
Nancy S. Piper  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Page 21 of 27



Total Annual Residential			
Republic	Waste Management	Waste Pro	
\$ 291,300.60	\$ 358,555.17	\$ 319,330.69	

Total Annual Commercial			
Republic	Waste Management	Waste Pro	
\$ 1,368,186.01	\$ 1,320,996.46	\$ 1,247,359.01	

Total Annual Contract Value			
Republic	Waste Management	Waste Pro	
\$ 1,659,486.61	\$ 1,679,551.63	\$ 1,566,689.70	

37.76	37.31	40
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A/B x C = D

40 Total Possible Points

Where:

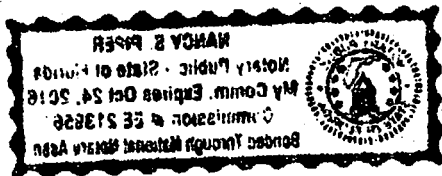
A = lowest price

B = Proposer's price

C = total possible points for price (40)

D = points earned by Proposer

Ex A

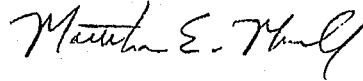




Ann Potter, CPPB, Purchasing Director  
May 9, 2016  
Page 4

a new RFP is issued, All Service will work with the City in good faith to extend the existing franchise for a reasonable term at a reasonable price.

Very truly yours,



Matthew E. Morrall

/kz

cc: Kimberly A. Kisslan, City Attorney, City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351  
[CityAttorney@sunrisefl.gov](mailto:CityAttorney@sunrisefl.gov)

David S. Dee, Esq.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308

Jean-Pierre Turgot, General Manager, All Services Refuse Division  
Republic Services of Florida Limited Partnership  
751 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33311

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

WITNESSES:

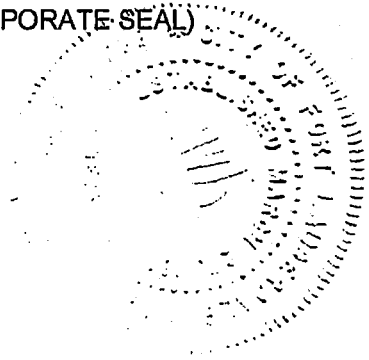
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

Quia Rizzuti-Smith  
Quia Rizzuti-Smith  
Print Name

By: Lee R. Feldman  
LEE R. FELDMAN, City Manager

Donna M. Samuda  
DONNA M. SAMUDA  
Print Name

(CORPORATE SEAL)



ATTEST: Jeffrey A. Modarelli  
JEFFREY A. MODARELLI  
City Clerk

Approved as to form: Rhonda Montoya Hasan  
RHONDA MONTOYA HASAN  
Assistant City Attorney

RETURN COMPLETED DOCUMENT TO SOLID WASTE ADMINISTRATION FOR PREPARATION OF  
CERTIFICATE OF APPROVAL

**Matthew E. Morrall, P.A.**

2850 North Andrews Avenue  
Fort Lauderdale, Florida 33311-2514  
Telephone (954) 563-4005

Matthew E. Morrall, Esquire

Facsimile: (954) 566-7754  
E-mail: [morrall@bellsouth.net](mailto:morrall@bellsouth.net)

May 9, 2016

**VIA FAX 954-578-4809 and  
E-MAIL [APotter@sunrisefl.gov](mailto:APotter@sunrisefl.gov)**

Ann Potter, CPPB  
Purchasing Director  
Finance & Administrative Services – Purchasing  
10770 W. Oakland Park Blvd., 3<sup>rd</sup> Floor  
Sunrise, Florida 33351

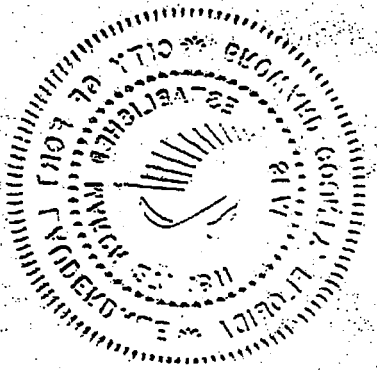
RE: City of Sunrise RFP 16-02-01-AP  
For Solid Waste and Recyclable Material Collection Services

Dear Ms. Potter:

I represent Republic Services of Florida Limited Partnership d/b/a All Service Refuse (“All Service”) your current franchise hauler and your franchise hauler for over 40 years and a respondent to the above referenced Request for Proposal (“RFP”). Although the City of Sunrise does not have a formal protest process, please allow this letter to serve as a Notice of Protest because the RFP as presently evaluated fails to be consistent in the method and manner established in the RFP and as a result the evaluation and recommendation of award is arbitrary and capricious and fails to follow Florida Law. I am providing this letter and requesting that this letter be part of the backup for the May 10, 2016, City Commission Meeting Consent Agenda 4(F) item that addresses the award of the RFP. In addition, please allow this letter to serve as a request to allow myself and other representatives from All Service to address the Commission on this item to set forth the inconsistencies regarding the evaluation process and the increase costs to the residents of Sunrise due to the arbitrary and capricious nature of the evaluations.

As part of this evaluation process there are three (3) parts to the calculation identified on Exhibit A, (the first scoring sheet) and Exhibit B (the second and final scoring sheet). The reason for the two sheets is as a result of my review of the initial scoring and inquiries on the protest procedure to your City Attorney and Procurement Department the scoring was revised in a special meeting on Monday, May 3, 2016, to correct Criteria No. 3 pricing. This Meeting was publicly noticed but surprisingly the Staff did not notify All Service. This information that the City revised its scoring was provided me in a phone conversation with your attorney on Wednesday evening. All Service then made a Public Record Request and the new evaluation

*[Handwritten signature]*



# FortLauderdale.gov

## Staff Directory

Name, Title, and Division	Phone	E-mail
X Alvarez, Jennifer Manager of Procurement and Contracts Procurement	954-828-5677	<a href="mailto:jalvarez@fortlauderdale.gov">jalvarez@fortlauderdale.gov</a>
Amaro, Dajia Administrative Assistant I Administration	954-828-5167	<a href="mailto:damaro@fortlauderdale.gov">damaro@fortlauderdale.gov</a>
Batson, Joanne Senior Accounting Clerk Accounting and Financial Reporting	954-828-5163	<a href="mailto:jbatson@fortlauderdale.gov">jbatson@fortlauderdale.gov</a>
Blanco, Linda Administrative Assistant I Procurement	954-828-5141	<a href="mailto:lblanco@fortlauderdale.gov">lblanco@fortlauderdale.gov</a>
Brooks, Patricia Clerk III Business Tax	954-828-6913	<a href="mailto:pbrooks@fortlauderdale.gov">pbrooks@fortlauderdale.gov</a>
X Buffington, Kirk Director of Finance Administration	954-828-5164	<a href="mailto:kbuffington@fortlauderdale.gov">kbuffington@fortlauderdale.gov</a>
Dacosta, Colleen Customer Service Representative II Utility Billing and Collections	954-828-4646	<a href="mailto:cdacosta@fortlauderdale.gov">cdacosta@fortlauderdale.gov</a>
Delgado, Kristy Customer Service Representative I Utility Billing and Collections	954-828-5149	<a href="mailto:kdelgado@fortlauderdale.gov">kdelgado@fortlauderdale.gov</a>
Diaz, AnnDebra Senior Procurement Specialist Procurement	954-828-5949	<a href="mailto:adiaz@fortlauderdale.gov">adiaz@fortlauderdale.gov</a>
Dollard, Marian Accountant II Accounting and Financial Reporting	954-828-5183	<a href="mailto:mdollard@fortlauderdale.gov">mdollard@fortlauderdale.gov</a>
Donato, Debra Senior Accountant Payroll	954-828-5182	<a href="mailto:ddonato@fortlauderdale.gov">ddonato@fortlauderdale.gov</a>
Ebanks, Charlotte Customer Service Representative II Utility Billing and Collections	954-828-4645	<a href="mailto:cebanks@fortlauderdale.gov">cebanks@fortlauderdale.gov</a>



### **Instructions for Forms A Thru D and Franchise Fee Calculation**

Forms A & B are filled out once every three (3) years concurrent with the license application process in Section 24-66(a).

#### **Form A – Equipment List**

Form A is used to list and identify all vehicles owned by the applicant that are to be used to collect and transport solid waste and recyclables within the City of Fort Lauderdale.

#### **Form B – Account & Container List for Solid Waste and Recyclables**

Form B is utilized to provide a complete accounting listing of all accounts serviced by the Applicant at the time of application. For each account, an account name, address, and collection information is required. Also be sure to indicate the type of service provided to each account by using the correct account code to indicate if the amount is a solid waste account (S), or recycling account (R).

Form B shall also be used to comply with Section 24-66(b)(3), a list of any and all permanent accounts dropped or added by a private license collection company, including the account name, address, and telephone number.

#### **Form C - FRANCHISE FEES – Section 24-66 (b)(1)**

The total amount of franchise fees due the City in any given month is 23.0 % of all receipts collected during the month in question less taxes, payments from commercial enterprises for source separated recycling services, rental or lease income on compactors and other waste processing equipment permanently installed at account locations, and franchise fees collected for the City. The adjusted gross receipts figure can be calculated by subtracting taxes, commercial sources separate recycling revenue, and waste processing equipment lease or rental income from revenue received from city locations and dividing remainder by 1.17. The difference between the results of this division and the remainder is the amount of franchise fees due and payable to the City.

If you have any questions or would like assistance in completing forms call Susan LeSage, Financial Administrator, Public Works Department, at (954) 828-7828.

#### **Form D – Private Collector Multi-family Collected Materials Report**

Form C is utilized to report to the City the actual quantity in pounds of materials collected within the City by your company for the month. The information in this report should not reflect the collection capacity of your containers, but should present your best determination of the actual weight of materials collected from the City by item type. Also included on Form C will be the total number of accounts serviced during the month and the total number of living units associated during the month and the total number of living units associated with those accounts.

October 24, 2013

requirements and Republic should be afforded the opportunity to continue its participation in the City's ITB process. Finally, nothing herein should be construed as a waiver or prejudice of any additional rights of protest or remedies that Republic may have pursuant to the ITB and Florida law.

Very truly yours,

Matthew E. Morrall

/cbm

Enclosures

cc: Lee Feldman, City Manager  
Cynthia A. Everett, Esq., City Attorney

**City of Fort Lauderdale Public Works Department**  
**Solid Waste Administration**

[illegible]

CAM #16-1314  
Exhibit 4  
Page 88 of 122



not be disqualified as non-responsive. Republic should not be disqualified because the failure to include an original bid bond form timely (subsequently filed, albeit late, exactly as the electronic copy was submitted) would not create an unfair competitive advantage to Republic or a competitive disadvantage to other potential bidders. Florida law favors construction of public bidding requirements that provided the lowest, responsible bid while not demanding absolute compliance with the form of bidding guidelines. Republic is one of the two lowest bidders at this stage of the bidding process. See Liberty County v. Baxter's Asphalt & Concrete Inc., 421 So.2d 505 (Fla. 1982). The Baxter case articulated the standard that Florida law applies to bid contracts in the public sector. The Florida Supreme Court held that omissions not material to the bid or its price which give no economic advantage to the bidder are in substantial compliance with Florida's bidding statute. (Emphasis added). In Republic's case, failing to timely provide the original bid bond form does not disadvantage other potential bidders. Accordingly, it would be an error to disqualify Republic. See also Intercontinental Properties, Inc. v. State of Florida Department of Health and Rehabilitative Services, et al., 606 So.2d 380, 386 (Fla. 3d DCA 1992); City of Sweetwater v. Solo Construction Corporation, 823 So.2d 798 (Fla. 3d DCA 2002) ["Award of a public contract to a contractor who was not the lowest responsible and responsive bidder unfairly circumvents the intent of competitive bidding standards."] Further, Tropabest Foods, Inc. v. State of Florida, Department of General Services, 493 So.2d. 50 holds articulated: "Although a bid containing a material variance is unacceptable, not every deviation from the invitation to bid is material; it is only material if it gives the bidder a substantial advantage over the other bidders and thereby restricts or stifles competition." Citing Robinson Electrical Co. Inc. v. Dade Co. 417 So.2d 1032, 1034 (Fla. 3d DCA 1982).

Republic believes the waiver of the minor irregularity is in the best interest of the City because the lowest bidder has no history with the City and Section 15 entitled Test Period states "if the low bidder fails to perform this allows the City to go to the next lowest ranked bidder that has previously done business with the City. Republic's bid numbers are substantially lower than Progressive Waste (see attached **Exhibit F**) and if Red River, the lowest ranked bidder, is not capable of performing, the citizens of Fort Lauderdale would best be served by Republic being deemed responsive given its proven track record with the City and its better price to the City.

### CONCLUSION

Florida courts have stated that the purpose of competitive bidding statutes is for the protection of the public and to assure that a public authority does not arbitrarily or capriciously discriminate between bidders, or make awards based on personal preferences. It would be clear error and a departure from the essential requirements of law to disqualify Republic based on non-material and relatively minor irregularities in their bid that do not give Republic an economic advantage. Couple this with the long history of Republic providing service in Fort Lauderdale, the pricing savings available to the citizens of Fort Lauderdale in the event Red River is not qualified or fails the Test Period, it is in the City's best interest to waive this minor irregularity.

Republic's submission is in substantial compliance with the City of Fort Lauderdale's Bid

## ACCOUNT AND CONTAINER LIST

**Material Type Code:** R = Recycling S = Solid Waste

[illegible]

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.

**"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."

The question for consideration in this Protest is whether the failure to submit the following documents timely is a minor irregularity that can be waived and if doing so would be in the best interest of the City.

#### SUMMARY OF ARGUMENT

In accordance with Sections \_\_\_ and \_\_\_ of the ITB and under Florida law should the best interest of the City require, only minor irregularities in Bids can be waived. Republic respectfully request Golf Medal's minor irregularity of its failure to provide an original of the bid bond form be waived because it is in the best interest of the City and the failure to file the original did not provide an advantage to Republic in the Bid process.

In determining whether a bid or proposal is non-responsive, the issue is whether there are material irregularities that cannot be waived. Minor irregularities or technicalities that do not affect price or give a bidder a competitive advantage can be waived as allowed by Florida law and Sections \_\_\_ and \_\_\_ of the ITB. Republic has met the eligibility requirements and is responsive to the ITB

***Bid Documents Reveal Minor Irregularity.*** As shown by **Exhibit D** (that includes a copy of the electronic bid bond form that was timely filed), Republic did submit the bid bond form required electronically. The failure to file the original bid bond form that was filed after the due date, a copy that is enclosed as **Exhibit E** (it is exactly the same as the form submitted electronically and was submitted past the original date) was a ministerial error by Ms. Dinicola. The delay in delivery did not affect the price provided by Republic or provide a competitive advantage to Republic and pursuant to Florida law and the City's bid documents Republic should

**FORM C**

(SAMPLE – For use on licensed collector letterhead stationary)

**City of Fort Lauderdale Public Works Department  
Solid Waste Administration**

**FRANCHISE FEE REPORT for:**

Name of Company: \_\_\_\_\_

Statement for the Month of: \_\_\_\_\_

Gross Billing and Receipts should include value received for collection service and lease and container rental for mechanical containers, roll-offs, other bulk containers, compactors and/or other waste processing equipment permanently installed at customer locations.

Gross Billing and Receipts should not include taxes, payments from commercial enterprises for source separated recycling services when separately and accurately delineated on the billing statement to a customer and City franchise fees. Franchise fees are 23.0% of the total gross receipts for the month. A penalty of 1.0% per month calculated daily on the unpaid balance of usage fees past due will be assessed. The minimum penalty assessed will be \$25.00.

	CURRENT MONTH	CURRENT YTD
TOTAL GROSS BILLING:	_____	_____
TOTAL GROSS RECEIPTS:	_____	_____
GROSS RECEIPTS ADJUSTMENTS*:	_____	_____
ADJUSTED GROSS RECEIPTS:	_____	_____
TOTAL FRANCHISE FEES DUE: by 20 <sup>th</sup> calendar of previous month	_____	_____
LATE FEE Minimum \$25.00: 1% per month calculated daily	_____	_____
TOTAL	_____	_____

I acknowledge that, to the best of my knowledge, the foregoing is an accurate and true statement of the gross billing, gross receipts, and franchise fees due the City of Fort Lauderdale for the month of this statement as per our Licensing Agreement providing essential municipal services.

By (Print Name): \_\_\_\_\_ Title: RD  
Signature: [Signature] Date: 10.12.16 Phone: 305 491 4538

**NOTARY PUBLIC (Required only on year-end September Report)**

The above named officer of the company providing this statement appeared before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged that the information provided is true and accurate to the best of his or her knowledge.

NOTARY PUBLIC, State of Florida

Commission # \_\_\_\_\_

Commission Expires \_\_\_\_\_

SEAL

Mail Franchise Fee Remittance and Form C & D by the 20<sup>th</sup> calendar day following the month of service to:

City of Fort Lauderdale/ Finance Dept  
ATT: Finance Director  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

\*Provide Basis for Gross Receipt Adjustment and explanation

this contract.

- Bidder must demonstrate that the bidding entity has an experienced senior management team. Bidder must demonstrate that each member of the senior management team has at minimum five (5) years of experience in the solid waste collection business.

Republic/All Service meets or exceeds all of these requirements in the ITB to provide the requested services to the City and submitted the appropriate information in its response to be eligible as set forth above. Republic submitted all documents required in its electronic submission by the ITB due date. The ITB in Section 2 of the Special Conditions provides "it is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th Floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 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." Republic electronically submitted its bid timely as required by Special Condition 02.

Page 7 Section 15 of the ITB reads as follows:

**"15. SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the 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)."

It is a fact that the party recommended for the award (see **Exhibit A**) has never provided service to the City and in fact was qualified to do business in Florida immediately prior to submission of the ITB and was only formed several days prior to esubmittal (see **Composite Exhibit B**).

The ITB, on Page \_\_, Sections \_\_ and \_\_ of the ITB reads "**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. (emphasis added). 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

**FORM D****City of Fort Lauderdale Public Works Department  
Solid Waste Administration****PRIVATE COLLECTOR MULTI-FAMILY MATERIALS REPORT****REPORT FOR THE MONTH OF:** \_\_\_\_\_**Name of Company:** \_\_\_\_\_**Address:** \_\_\_\_\_**Telephone:** \_\_\_\_\_**Contact Person:** \_\_\_\_\_

<b>TYPE OF MATERIAL</b>	<b>QUANTITY (Tons)</b>
Solid Waste; Dumpsters	
Solid Waste; Roll-Offs	
Solid Waste; Other	
<b>TOTAL SOLID WASTE:</b>	

<b>TYPE OF MATERIAL</b>	<b>QUANTITY (Tons)</b>
Recyclables; Cardboard & Paper	
Recyclables; Co-Mingled Containers	
Recyclables; Metal & White Goods	
Recyclables; Glass	
Recyclables; Yard Waste	
Recyclables; Other	
<b>TOTAL RECYCLABLES:</b>	

	<b>GARBAGE</b>	<b>RECYCLING</b>
Total Accounts Serviced		
Total Living Units Serviced		

The information provided in this report should, as far as possible, reflect the actual weight of material collected within Fort Lauderdale for the month of this report. In the event that hard data is unavailable, then the information provided should reflect the collectors best estimate of the weight of material collected.

# Matthew E. Morrall, P.A.

2850 North Andrews Avenue  
Fort Lauderdale, Florida 33311-2514  
Telephone (954) 563-4005

Matthew E. Morrall, Esquire

Facsimile: (954) 566-7754  
E-mail: [morrall@bellsouth.net](mailto:morrall@bellsouth.net)

October \_\_, 2016

## VIA HAND DELIVERY

Ms. Jennifer Alvarez  
Manager of Procurement and Contracts - Procurement  
Mr. Kirk Buffington  
Director of Finance – Administration  
City Hall, City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

RE: Protest of Award by Republic Services of Florida, Limited Partnership  
to ITB 673-11834

Dear Ms. Alvarez:

My name is Matthew E. Morrall and I represent Republic Services of Florida, Limited Partnership d/b/a All Service Refuse Company ("Republic/All Service") the second ranked lowest bidder but the lowest ranked responsive bidder for the above referenced Invitation to Bid Number 673-11834. Republic/All Service is located at 751 NW 31<sup>st</sup> Avenue, Fort Lauderdale, FL 33311-6699, and I am filing this protest on its behalf, along with the protest application fee of \$200 payable to the City of Fort Lauderdale pursuant to Fort Lauderdale Ordinance C-10-41.

## FACTUAL SUMMARY

The City of Fort Lauderdale issued an Invitation to Bid ("ITB") for Solid Waste Collection Services that required submittal of bids by October 18, 2016.

All Service/Republic has been continually doing business in Broward County for over 50 years and has provided solid waste collection and recycling services to either the City of Fort Lauderdale, its residents or businesses for the entire time. Republic is also the second largest solid waste and recycling company in North America and as such more than qualifies under the ITB requirements

The awarded bidder is Golf Medal Services of Florida, LLC an entity that was formed on October 11, 2016, and lists its principal address as 2860 State Road 84, Suite 105, Fort Lauderdale, Florida 33311. (See **Exhibit A** attached hereto and made a part hereof.)

## "05. **ELIGIBILITY**

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

**GOLD MEDAL SERVICES EQUIPMENT LIST**

<b>Type</b>	<b>V.I.N.</b>	<b>NJ Tag</b>	<b>Unit #</b>	<b>Tare Weight</b>
Rear Load	1M2K189C14M024397	AR635H	219	36,000
Rear Load	1M2K189C84M024674	AR309H	221	36,000
Rear Load	1M2K189C74M024682	AR310H	222	36,000
Rear Load	1M2K189CX4M024396	AR311H	223	36,000
Rear Load	1M2K189C94M024552	AR312H	224	36,000
Rear Load	1M2K189C17M031063	AR636H	225	36,000
Rear Load	1M2K189C37M031064	AR637H	226	36,000
Rear Load	1M2AV02C88M001653	AR638H	227	36,000
Rear Load	1M2AV02C38M001656	AR639H	228	36,000
Rear Load	1M2AV02C98M002858	AR640H	229	36,000
Rear Load	1M2AV02C48M002864	AR668H	230	36,000
Rear Load	1M2AV02C08M002862	AR641H	231	36,000
Rear Load	1M2AV02C98M002861	AR642H	232	36,000
Rear Load	1M2AV02C68M002865	AR643H	233	36,000
Rear Load	1M2AV02C88M002866	AR669H	234	36,000
Rear Load	1M2AV02CX8M002867	AR670H	235	36,000
Rear Load	1M2AV02C9AM005443	AR313H	236	36,000
Rear Load	1M2AV02C5AM005312	AR314H	237	36,000
Rear Load	1M2AV02C1AM005453	AR315H	238	36,000
Rear Load	3ALHCYBS9EDFK1508	XBYK59	240	36,000
Rear Load	3ALHCYBS5EDFK1499	XBYK57	241	36,000
Rear Load	3ALHCYBS6EDFK1494	XBYK58	242	36,000
Rear Load	3ALHCYBS9EDFK1506	XBYK62	243	36,000
Rear Load	3ALHCYBS7EDFK1505	XBYK64	244	36,000
Rear Load	3ALHCYBS4EDFK1509	XBYK60	245	36,000
Rear Load	3ALHCYBS5EDFK1504	XBYK63	246	36,000
Rear Load	3ALHCYBS6EDFK1496	XBYK61	247	36,000
Roll off	1M2P268C2YM052725	AE509N	3	33,000
Roll off	1M2P267C4YM052324	AE443Y	4	33,000
Roll off	1M2AT04C77M005033	XK447J	13	33,000

<b>Type</b>	<b>V.I.N.</b>	<b>NJ Tag</b>	<b>Unit #</b>	
Bulk	JNAUZ551JX7A452105	XBXZ87	37	36,000
Roll off	1M2K189C26M028297	AR178G	41	33,000
Roll off	1M2AT04C97M002585	AR460G	42	33,000
Roll off	1HTSCAAL2YH63847	AR915G	43	33,000
Rear Load	1M2K189C26M030728	AS752E	44	36,000
Rear Load	1M2K189V64M024749	AS474C	46	36,000





Front Load	1M2K189CX7M036441	AR853G	51	36,000
Roll off	1M2AX09C4DM015172	AR182G	52	36,000
Roll off	1M2AV02C9CM009110	AR183G	53	36,000
Rear Load	5VCACLK9AH211248	AR180G	58	36,000
Rear Load	3BPZL70X5DF177624	AS473C	59	36,000
Rear Load	3BPZL70X5DF177624	AS473C	60	36,000
Rear Load	5VCHC6RE27H204437	AS904C	61	36,000
Rear Load	5VCHC6RE47H204441	AS905C	62	36,000
Front Load	3BPZLJ0X5FF281126	AR905C	63	36,000
Rear Load	5VCHC6RE47H204438	AR791C	320	36,000
Rear Load	5VCHC6RE67H204439	AR792C	321	36,000
Rear Load	3BPZL70X0GF107453		203	36,000
Rear Load	3BPZL70X2GF107454		204	36,000
Rear Load	3BPZL70X4GF107455		205	36,000
Rear Load	3BPZL70X8HF107783		206	36,000
Rear Load	3BPZX7EX8HF173196		207	36,000
Rear Load	3BPZX7EXXHF173197		208	36,000
Rear Load	3BPZX7EX1HF173198		209	36,000
Rear Load	3BPZX7EX3HF173199		210	36,000

Type	V.I.N.	NJ Tag	Unit #	
Front Load	1M2AV02C09M004192	AR181G	50	36,000
Front Load	1M2K189C47MO38475	AR906C	106	36,000
Front Load	3BPZL20X4CF152134	AR636G	109	36,000
Front Load	3BPZL20X9DF186829	AR637G	110	36,000
Front Load	3BPZL10X9FF254835	AR645H	111	36,000
Roll off	2FZHAJAAXYAF09953	AR845G	209	33,000
Roll off	1M2AG11C37M052655	AR378G	210	33,000
Roll off	1M2AG11C47M065978	AR379G	211	33,000
Rear Load	2FZAAKAK62AG85017	AS871A	303	36,000
Front Load	1M2AU14C3CM001249	XY622J	260	36,000
Front Load	1M2AU14C2CM001307	XY620J	261	36,000
Front Load	1M2AU14CXDM001511	XABN93	262	36,000
Rear Load	1FDXR82E8SVA54823	XG115U	263	36,000
Rear Load	1M2K194C9RM005570	XG114U	264	36,000
Rear Load	1M2AC07CXWM002220	XC716C	265	36,000
Rear Load	2V2HC6HE01N316030	XW945W	266	36,000
Rear Load	1M2AG11C45M024912	XS545J	267	36,000
Rear Load	1M2AG11C05M024907	XS544J	268	36,000
Rear Load	3BPZL00X38F718246	XBBE39	269	36,000
Rear Load	1M2A02C5AM006105	XBBE38	270	36,000
Rear Load	1M2AV04C0CM009283	XW934W	271	36,000
Rear Load	1M2AV04C2C009284	XW932W	272	36,000



Rear Load	1M2AU14CXC001247	XY581J	273	36,000
Rear Load	1M2AU14C8CM001246	XY582J	274	36,000
Rear Load	1M2AU14CM001248	XY583J	275	36,000
ASL	3BZPL70X3FF100110		288	36,000
Rear Load	3BPZX7EX3HF101597		02-213	36,000
Rear Load	3BPZX7EX3HF107113		02-214	36,000
Rear Load	3BPZX7EX3HF107114		02-215	36,000
Rear Load	3BPZX7EX3HF100435		02-216	36,000
Rear Load	3BPZX7EX3HF100436		02-217	36,000
Rear Load	3BPZX7EX3HF100437		02-218	36,000
Rear Load	3BPZXHEX6GF100428		02-219	36,000
Rear Load	3BPZXHEX6GF100431		02-220	36,000
Rear Load	3BPZXHEX1GF100434		02-221	36,000





**COMERICA BANK**  
**MC 3236**  
**411 WEST LAFAYETTE, 7TH FL., DETROIT, MI 48226**

**City of Fort Lauderdale**  
**Public Works Department**  
**Solid Waste management**  
**949 NW 38<sup>th</sup> Street**  
**Fort Lauderdale FL 33309**

**October 12, 2016**

**To whom it may concern:**

**Gold Medal Services LLC is a customer of Comerica Bank ("Comerica"). Comerica currently Provides Gold Medal with a multi-year credit facility.**

**All Gold Medal related entity accounts have been handled in a satisfactory manner including making all scheduled loan payments on or before their due date.**

**We expect the foregoing information is useful to you in your dealings with Gold Medal. Should you like to discuss this matter further feel free to call me at (313) 222-5900.**

**Very Truly Yours,**  
**Comerica Bank**

A handwritten signature in black ink, appearing to read "JCA", is written over the printed name of Jeff C. Andersen.

**Jeff C. Andersen**  
**Vice President**



PO Box 2630  
Cherry Hill, NJ 08034  
(856) 424 - 7121  
(856) 424 - 6867 FAX

.....  
**R. J. Twitchell & Co., Inc.**

October 12, 2016

City of Fort Lauderdale  
Public Works Department  
Solid Waste Management  
949 NW 38<sup>th</sup> Street  
Fort Lauderdale, FL 33309

To Whom It May Concern:

Gold Medal Services LLC is and has been a customer in good standing with R J Twitchell & Company, Inc. We currently supply their following locations with refuse trucks and equipment and look forward to continuing our business relationship with the Gold Medal Services Companies.

Gold Medal Environmental of NJ, Inc. – South Jersey Division

Gold Medal Environmental of PA, Inc. – Philadelphia Division

Gold Medal Environmental of NJ, Inc. – Cape May Division.

If you require any additional information, I can be contacted at (856) 424 - 7121.

Best Regards,

*R James Twitchell*

R James Twitchell  
President

**Sales & Service  
Refuse Equipment** .....





# *Certified Copy*

I certify the attached is a true and correct copy of the Articles of Organization of GOLD MEDAL SERVICES OF FL, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on October 11, 2016 effective October 12, 2016, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L16000188208.

Authentication Code: 161012075343-300291131463#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twelfth day of October, 2016



*Ken Detzner*  
Ken Detzner  
Secretary of State



# *Certificate of Status*

I certify from the records of this office that GOLD MEDAL SERVICES OF FL, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on October 11, 2016, effective October 12, 2016.

The document number of this company is L16000188208.

I further certify that said company has paid all fees due this office through December 31, 2016, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 161012075343-300291131463#1

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twelfth day of October, 2016



*Ken Detzner*  
Ken Detzner  
Secretary of State



**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L16000188208  
FILED 8:00 AM  
October 11, 2016  
Sec. Of State  
mtmoon

**Article I**

The name of the Limited Liability Company is:  
GOLD MEDAL SERVICES OF FL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL. US 33312

The mailing address of the Limited Liability Company is:

2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL. US 33312

**Article III**

The name and Florida street address of the registered agent is:

GLEN MILLER  
2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL. 33312

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: GLEN MILLER



#### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
GLEN MILLER  
13 PELICAN ISLE  
FORT LAUDERDALE, FL. 33301 US

Title: MGR  
JAMES SAGE  
7921 LINCOLN DRIVE  
PHILADELPHIA, PA. 19118 US

L16000188208  
FILED 8:00 AM  
October 11, 2016  
Sec. Of State  
mtmoon

#### **Article V**

The effective date for this Limited Liability Company shall be:

10/12/2016

Signature of member or an authorized representative

Electronic Signature: WALTER B. DENNEN, ESQ.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.







**CORPORATE OFFICE:** 1770 Hurffville Road  
Sewell, NJ 08080  
(856) 784-5050

## COMPANY LOCATIONS

Gold Medal Environmental of NJ, Inc. – South Jersey Division  
Gold Medal Environmental of PA, Inc. – Philadelphia Hauling  
Gold Medal Environmental of PA, Inc. – Philadelphia Recycling  
Gold Medal Environmental of NJ, Inc. – Cape May Division

1770 Hurffville Road, Sewell, NJ 08080  
1649 South 49<sup>th</sup> Street, Philadelphia, PA 19143  
1649 South 49<sup>th</sup> Street, Philadelphia, PA 19143  
426 Madison Avenue, Woodbine, NJ 08270

## COMPANY OFFICERS

Glen Miller  
James Sage  
William Adams

Chief Executive Officer  
Chief Operations Officer  
Vice President of Operations

## BANK REFERENCES

**Comerica Bank**  
411 West Lafayette Blvd.  
Detroit, MI 48226  
Telephone: (313) 222-5900  
Fax: (313) 222-9564  
Account #1853054813

**TD Bank-Cape May Division**  
55 South White Horse Pike  
Stratford, NJ 08084  
Telephone: (856) 475-7262  
Fax: (856) 533-6625  
Account #4306749057

**TD Bank-South Jersey Division**  
55 South White Horse Pike  
Stratford, NJ 08084  
Telephone: (856) 475-7262  
Fax: (856) 533-6625  
Account #4301410736

## TRADE REFERENCES

**Delaware Valley Container & Equipment Services, LLC**  
217 North Warwick Road  
Magnolia, NJ 08049  
Telephone: (856) 435-6221  
Fax: (856) 537-5101

**W. B. Mason**  
59 Centre Street  
Brockton, MA 02301  
Telephone: 888-926-2766

**R. J. Twitchell & Company, Inc.**  
P.O. Box 2630  
Cherry Hill, NJ 08034  
Telephone: (856) 424-7121  
Fax: (856) 424-6867

**Enright**  
117 Delsea Drive  
Sewell, NJ 08080  
Telephone: (856) 845-2018  
Fax: (856) 228-5668



Client#: 349455

GOLDMEDAL

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Conner Strong &amp; Buckelew</b> <b>401 Route 73 North</b> <b>P.O. Box 989</b> <b>Marlton, NJ 08053</b>		<b>CONTACT NAME:</b> Kate Kelly <b>PHONE (A/C, No, Ext):</b> 267-702-1414 <b>E-MAIL ADDRESS:</b> kkelly@connerstrong.com <b>FAX (A/C, No):</b> 856-830-1547															
<b>INSURED</b> <b>Gold Medal Environmental of FL, LLC</b> <b>2860 State Road 84, Suite 103</b> <b>Fort Lauderdale, FL 33312</b>		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A : Starr Indemnity &amp; Liability Com</b></td> <td><b>38318</b></td> </tr> <tr> <td><b>INSURER B : Federal Insurance Company</b></td> <td><b>20281</b></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Starr Indemnity &amp; Liability Com</b>	<b>38318</b>	<b>INSURER B : Federal Insurance Company</b>	<b>20281</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>																	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>Contractors Poll.</b>  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> <b>POLICY</b> <input checked="" type="checkbox"/> <b>PROJECT</b> <input checked="" type="checkbox"/> <b>LOC</b>	X	X	1000065637161	05/14/2016	06/08/2017	EACH OCCURRENCE	\$1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
							<b>Cont. Poll.</b>	\$1,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>	X	X	SISIPCA08233815	05/14/2016	06/08/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>			1000336908161	05/14/2016	06/08/2017	EACH OCCURRENCE	\$5,000,000	
							AGGREGATE	\$5,000,000	
								\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> <input type="checkbox"/> <b>Y</b> <input checked="" type="checkbox"/> <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	004472776202	06/08/2016	06/08/2017	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> <b>E.L. EACH ACCIDENT</b> <b>E.L. DISEASE - EA EMPLOYEE</b> <b>E.L. DISEASE - POLICY LIMIT</b>	\$500,000 \$500,000 \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


Auto Includes MCS 90 and Pollution Liability CA 9938 1013 Form.

Excess Follows Form to Commercial General Liability Policies.

City of Fort Lauderdale is included as Additional Insured in regards to General Liability Policy if and to the extent required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Fort Lauderdale</b> <b>Procurement Services Division</b> <b>100 N Andrews Ave. Room 619</b> <b>Fort Lauderdale, FL 33301</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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- 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



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

GOLD MEDAL SERVICES OF FL, LLC

**Filing Information**

<b>Document Number</b>	L16000188208
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	10/11/2016
<b>Effective Date</b>	10/12/2016
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**13 PELICAN ISLE  
FORT LAUDERDALE, FL 33301

Changed: 10/31/2016

**Mailing Address**PO BOX 30287  
FORT LAUDERDALE, FL 33303

Changed: 10/31/2016

**Registered Agent Name & Address**MILLER, GLEN  
2860 STATE ROAD 84  
SUITE 103  
FORT LAUDERDALE, FL 33312**Authorized Person(s) Detail****Name & Address**

Title MGR

MILLER, GLEN  
13 PELICAN ISLE  
FORT LAUDERDALE, FL 33301

Title MGR

SAGE, JAMES

Ex f.



7921 LINCOLN DRIVE  
PHILADELPHIA, PA 19118

### Annual Reports

**No Annual Reports Filed**

### Document Images

10/11/2016 -- Florida Limited Liability

[View image in PDF format](#)

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State of Florida, Department of State

Ex f.

**LORI PARRISH**  
**BROWARD**  
 COUNTY  
**PROPERTY**  
**APPRAISER**



Site Address	13 PELICAN ISLE, FORT LAUDERDALE	ID #	5042 01 08 0131
Property Owner	MILLER, GLEN M	Millage	0312
Mailing Address	13 PELICAN ISLE FORT LAUDERDALE FL 33301	Use	01

Abbreviated Legal Description	PELICAN ISLE 21-19 B LOT 13
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The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2017	\$913,440	\$1,894,060	\$2,807,500	\$2,190,210	
2016	\$913,440	\$1,894,060	\$2,807,500	\$2,190,210	
2015	\$845,780	\$1,710,840	\$2,556,620	\$2,174,990	\$42,077.91

**IMPORTANT:** The 2017 values currently shown are "roll over" values from 2016. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2017, to see the actual proposed 2017 assessments and portability values.

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$2,807,500	\$2,807,500	\$2,807,500	\$2,807,500
Portability	0	0	0	0
Assessed/SOH 07	\$2,190,210	\$2,190,210	\$2,190,210	\$2,190,210
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$2,140,210	\$2,165,210	\$2,140,210	\$2,140,210

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
7/21/2006	WD	\$4,300,000	42482 / 569	\$70.20	13,012	SF
11/16/2001	WD	\$975,000	32395 / 1462			
11/20/2000	WD	\$100	31130 / 1292			
8/1/1988	WD	\$100	15722 / 776			
5/1/1968	WD	\$15,500				
				Adj. Bldg. S.F. (Card, Sketch)		7732
				Units/Beds/Baths		1/6/6.5

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								
1								