



## DOCUMENT ROUTING FORM

Rev: 6 | Revision Date: 10/01/2024

## CITY MANAGER AND MAYOR'S REVIEW AND/OR SIGNATURE COVERSHEET

## 1) ORIGINATING OFFICE:

Routing Start Date: 1/15/2025

☒ Agenda Item ☐ Non-Agenda ItemDocument Title: Agreement - Purchase of Hauling and Disposal - WW Treatment Sludge and Biosolids  
(ITB 348; Merrell Bros., Inc.)

Commission Mtg. Date: 1/7/2025

CAM #: 25-0018

Item #: M-4

Routing Origin: Finance Department - Procurement Division

CAM attached: ☒ Yes ☐ No

Router Name: Matthew Eaton

Ext: 5141

Action Summary attached: ☒ Yes ☐ NoCIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

## 2) CITY ATTORNEY'S OFFICE (CAO):

Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No

Number of originals attached: 1

Approved as to Form: ☒ Yes ☐ No

Attorney's Name: Rhonda Montoya Hasan

Initials: *RMH*

Continue Routing To: FIN (if applicable) Date: \_\_\_\_\_

and then to CCO Date: 1/16/25

## 3) CITY CLERK'S OFFICE (CCO):

# of originals: 1

Routed to: *Donna/Amber*

Date: 01/17/2025

## 4) CITY MANAGER'S OFFICE: CMO LOG #:

*Jan 31*

Document received from:

*1/17/25*ASSIGNED TO: ☐ SUSAN GRANT, ACTING CITY MGR. ☐ ANTHONY FAJARD, ASST. CITY MGR.ACTING ASST. CITY MANAGERS.: ☐ BEN ROGERS, ☐ CHRIS COOPER ☐ LAURA REECEACTING CRA EXECUTIVE DIRECTOR ☐APPROVED FOR CITY MANAGER'S SIGNATURE ☐

CITY MANAGER TO SIGN PER ACM OR AcACM (Initial): \_\_\_\_\_

☐ A. FAJARDO ☐ B. ROGERS ☐ C. COOPER ☐ L. REECE ☐ PENDING APPROVAL (See comments)

Comments/Questions: \_\_\_\_\_

Forward originals to CCO for continuous routing to Mayor

Date to CCO:

*1/21/25*

5) MAYOR/CRA CHAIRMAN: Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable. Date to CCO: \_\_\_\_\_

## 6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: FIN-Procurement \*Name: Matthew Eaton

Ext 5141

\*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: \_\_\_\_\_ Attach certified Resolution # \_\_\_\_\_ ☐ Yes ☐ No Original form route to CAO*TM#24-0724*



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#25-0018**

**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** January 7, 2025

**TITLE:** Motion Approving Agreement for the Purchase of Hauling and Disposal -  
Wastewater Treatment Sludge and Biosolids - Merrell Bros., Inc. -  
\$18,604,500 - (Commission Districts 1, 2, 3 and 4)

**Recommendation**

Staff recommends the City Commission approve an agreement, in substantially the form attached, for the purchase of Hauling and Disposal - Wastewater Treatment Sludge and Bio-Solids from Merrell Bros., Inc. (MBI) for an initial three (3)-year term in the amount of \$18,604,500, and authorize the City Manager to approve two (2) additional one (1)-year renewal options for an estimated annual renewal amount of \$6,201,500, for a potential total contract amount of \$31,007,500, contingent upon appropriation of funds.

**Background**

The George T. Lohmeyer Wastewater Treatment Plant (GTL) is a central regional facility where wastewater is treated for the City of Fort Lauderdale, Wilton Manors, Oakland Park, and Port Everglades, as well as sections of Tamarac and unincorporated Broward County. GTL treats approximately 44 million gallons of wastewater per day and generates approximately 3,300 tons of treated biosolids (sludge) per month.

This Agreement provides for hauling and disposal services for GTL, transporting pre-treatment waste and sludge to an approved disposal location or residuals management facility as defined by the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection regulations. This material will be disposed of in a manner that complies with the appropriate federal, state, and local regulations.

On October 9, 2024, the Procurement Services Division issued an Invitation to Bid, Event No. 348, for the purchase of Hauling and Disposal - Wastewater Treatment Sludge and Bio-Solids. On November 5, 2024, the bid was to open, but having received only one bid, Staff extended the solicitation close date and performed additional supplier outreach to elicit interest and feedback. Responses received from the outreach included "cannot accommodate the capacity required," "not interested in sludge," and "firm does not typically manage wastewater biosolids."

On November 8, 2024, the event closed, and a total of one (1) submission was received. With only one (1) bid received, staff was able to negotiate. On November 20, 2024, and November 26, 2024, Staff met with MBI and negotiated final pricing.

MBI's bid met the solicitation requirement and was deemed a responsive and responsible bidder.

### **Resource Impact**

There will be a current fiscal year impact to the City in the amount of \$2,170,194 for this Agreement. Funds in the amount of \$2,170,194 are available in the FY 2025 Operating Budget in the accounts listed below. Future years' expenditures are contingent upon approval and appropriation of the annual budgets.

<b>Funds available as of December 23, 2024</b>					
<b>ACCOUNT NUMBER</b>	<b>COST CENTER NAME(Program)</b>	<b>CHARACTER/ ACCOUNT NAME</b>	<b>AMENDED BUDGET (Character)</b>	<b>AVAILABLE BALANCE (Character)</b>	<b>PURCHASE AMOUNT</b>
10-451-7424-536-30-3252	Lohmeyer Regional Plant Operations	Services and Materials/ Sludge Disposal	\$10,921,702	\$6,135,038	\$2,170,194
<b>TOTAL AMOUNT ►</b>					<b>\$2,170,194</b>

### **Strategic Connections**

This item is a FY 2024 *Commission Priority*, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Infrastructure and Resilience Focus Area, Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Infrastructure Focus Area
- The Solid Waste Management Element
- Goal 1: The City of Fort Lauderdale shall provide or maintain solid waste management and collection programs to serve current and future needs.

### **Attachments**

Exhibit 1 - Solicitation

Exhibit 2 - Merrell Response - BAFO

Exhibit 3 - CoFL - Merrell - Agreement

Prepared by:

Glenn Marcos, Chief Procurement Officer, Finance  
Melissa Doyle, Sustainability Division Manager, Public Works  
Laurie Platkin, Senior Procurement Specialist, Finance  
Matthew Eaton, Senior Administrative Assistant, Finance

Department Directors:

Alan Dodd, P.E., Public Works  
Linda Short, Finance



## details

File #: 250018 Version: 1

Type: MOTION

Title: Motion Approving Agreement for the Purchase of Hauling and Disposal - Wastewater Treatment Sludge and Biosolids - Merrell Bros., Inc. - \$18,604,500 - (Commission Districts 1, 2, 3 and 4)

Mover: Ben Sorensen Second: Steven Glassman

Result: Pass

Agenda note:

Minutes note: Commissioner Sorensen made a motion to approve this Agenda and was seconded by Vice Mayor Glassman.

Action: APPROVED

Action text: APPROVED

votes (5:0)

5 records

Group

Export

Person Name	Vote
<u>Steven Glassman</u>	Yea
<u>Pam Beasley-Pittman</u>	Yea
<u>Ben Sorensen</u>	Yea
<u>John C. Herbst</u>	Yea
<u>Dean J. Trantalis</u>	Yea



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

**MERRELL BROS., INC.**

### Filing Information

**Document Number** F08000004107

**FEI/EIN Number** 35-1681490

**Date Filed** 09/22/2008

**State** IN

**Status** **ACTIVE**

### Principal Address

8811 W 500 N  
KOKOMO, IN 46901

### Mailing Address

8811 W 500 N  
KOKOMO, IN 46901

### Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.  
2894 REMINGTON GREEN LANE  
SUITE A  
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

### Officer/Director Detail

#### **Name & Address**

#### **Title P**

**MERRELL, NIETA K**  
8867 W 500 N  
KOKOMO, IN 46901

#### **Title T**

**MERRELL, TERRY C**  
8867 W 500 N  
KOKOMO, IN 46901

#### **Title VP**

MERRELL, TED D  
8577 W 500 N  
KOKOMO, IN 46901

Title S

MERRELL, JEAN L  
8577 W 500 N  
KOKOMO, IN 46901

#### Annual Reports

Report Year	Filed Date
2022	04/14/2022
2023	04/28/2023
2024	04/02/2024

#### Document Images

<a href="#">04/02/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/07/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/22/2008 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Nieta Merrell Title: President Entity: Merrell Bros., Inc.

Signature: *Nieta Merrell* Date: 01.09.2025

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Indiana  
COUNTY OF Howard

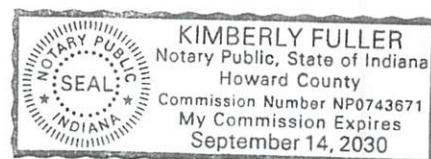
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of January, 2025, by Nieta Merrell, as

President for Merrell Bros., Inc., who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: *Kimberly Fuller*  
Print Name: Kimberly Fuller

(Notary Seal)

My commission expires: 09-14-2030







DEPARTMENT OF FINANCE – PROCUREMENT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of Merrell Bros., Inc.,  
a Indiana (State) Corporation (Type of Entity), ("Nongovernmental  
Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Nieta Merrell.
2. I am an ☒ officer or ☐ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human  
Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: Nieta Merrell

Name of Officer or Representative: Nieta Merrell Title: President

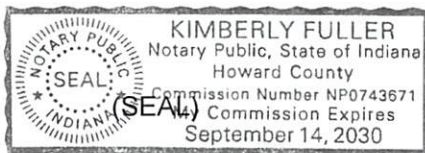
Office Address: 8811 West 500 North, Kokomo, IN 46901

Email Address: Dustin@Merrellbros.com

Main Phone Number: 574-699-7782 FEIN No.: 35-1681490

STATE OF Indiana  
COUNTY OF Howard

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online  
notarization, this 9th day of January, 2024<sup>5</sup>, by Nieta Merrell.



Kimberly Fuller  
(Signature of Notary Public – State of Indiana)

Kimberly Fuller  
Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

**AGREEMENT FOR  
HAULING AND DISPOSAL - WASTE WATER TREATMENT  
SLUDGE AND BIO-SOLIDS**

THIS AGREEMENT for Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids ("Agreement"), made this 17 day of January 2025, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301-1016, and Merrell Bros. Inc, an Indiana corporation authorized to transact business in the State of Florida ("Contractor"), whose principal address is 8811 West 500 North, Kokomo, Indiana, 46901, Phone: 574-699-7782, Email: [Dustin@merrellbros.com](mailto:Dustin@merrellbros.com); (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide hauling and disposal services for wastewater treatment sludge and bio-solids for the City's Public Works Department (the "Work"), and 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) Invitation to Bid (ITB) Event No. 348 - Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids, including any and all exhibits and addenda prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Contractor's **Competitive Negotiation Term Sheet**, dated December 5, 2024 ("Exhibit B").
- (3) The Contractor's response to the ITB, dated November 4, 2024 ("Exhibit C").

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, this Agreement dated January 17, 2025 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.
- D. Fourth, Exhibit C.

**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. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his/her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has 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 term of this Agreement shall commence on **May 1, 2025, and shall end on April 30, 2028. The City reserves the right to extend this Agreement for two (2) additional one (1)-year terms**, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon 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's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper 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. 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, as may be amended or revised.

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 City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City 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 Agreement 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 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 Agreement 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

## **F. Insurance**

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

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

The following insurance policies and coverages are required:

### **Commercial General Liability**

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

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

Policy must include coverage for contractual liability and independent contractors.

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

### **Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by

Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

**Contractors Pollution Liability Coverage**

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

**Hazardous Waste Transportation Coverage**

Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

**Disposal Coverage**

Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

**Business Automobile Liability**

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

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

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

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

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

Compensation Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

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

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, Florida 33316

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

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.



The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

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

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

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

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

#### **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 it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state of Florida 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 (2024), as may be amended or revised, 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 Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**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 (2024), as may be amended or revised, 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 an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, 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. The 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 the 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 prior written consent of the City. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as 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 prior 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 the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the 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 Section 768.28, Florida Statutes (2024), as may be amended or revised.

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

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**



**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 City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, 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:

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

**AA. 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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, 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 (2024), as may be amended or revised.

**BB. Attorney Fees**

If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

**CC. Resolution of Disputes**

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

**DD. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE**

**APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORT LAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, 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.

**EE. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent

of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**FF. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida

Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

**GG. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:	City Manager City of Fort Lauderdale 401 SE 21 <sup>st</sup> Street, Suite 2100 Fort Lauderdale, Florida 33316
WITH A COPY:	City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, Florida 33301
FOR CONTRACTOR:	Neita K. Merrell, President Merrell Bros., Inc. 8811 West 500 North Kokomo, Indiana 46901 Phone: 574-699-7782 Email: <a href="mailto:Dustin@merrellbros.com">Dustin@merrellbros.com</a>

**HH. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit on a form approved




by the City and signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.


**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

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


CITY

ATTEST:

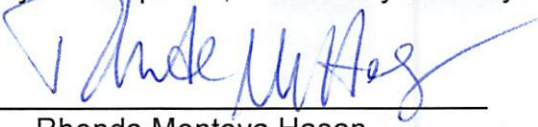
  
David R. Solomon, City Clerk



CITY OF FORT LAUDERDALE, a Florida municipality

By:   
for Susan Grant  
Acting City Manager  
Date: January 17, 2025

Approved as to Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By:   
Rhonda Montoya Hasan  
Senior Assistant City Attorney



**CONTRACTOR**

WITNESSES:

MERRELL BROS., INC, an Indiana corporation authorized to conduct business in the State of Florida

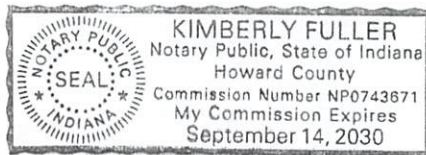
  
Signature  
Dustin Smith  
\_\_\_\_\_  
Print Name  
  
Signature  
Karson Merrell  
\_\_\_\_\_  
Print Name

By:   
**Neita K. Merrell, President**  
Neita



STATE OF INDIANA :  
COUNTY OF HOWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of January, 2025, by ~~Neita~~ Neita **K. Merrell**, as **President**, for **MERRELL BROS., INC**, an Indiana corporation authorized to conduct business in the State of Florida.



  
(Signature of Notary Public – State of IN)

Kimberly Fuller  
Print, Type or Stamp Commissioned  
Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## Event # 348-5

**Name:** Hauling and Disposal - WW Treatment Sludge and Bio-Solids

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Bidder or Contractor, to provide hauling and disposal services for wastewater treatment sludge and bio-solids for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

Three (3) year contract with two (2) one-year renewals.

**Buyer:** PLATKIN, LAURIE D.

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 5

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 10/09/2024 05:00:00 PM

**Open:** 10/09/2024 02:00:00 PM

**Q & A Close:** 10/24/2024 05:00:00 PM

**Close:** 11/08/2024 02:00:00 PM

**Dispute Close:**

## Questions

Question	Response Type	Attachment
Have you downloaded, reviewed, signed, and uploaded the required forms?	Yes No	348_Required Forms Packet.pdf
Have you downloaded, read, signed, and uploaded Addendum 1?	Yes No	E-348-Addendum 1.pdf
Did you upload a copy of your 5% Bid Bond and mail the original as indicated in the solicitation?	Yes No	
Have you downloaded, read, signed, and uploaded Addendum 2?	Yes No	E-348-Addendum 2.pdf

## Meetings

## Event # 348-5: Hauling and Disposal - WW Treatment Sludge and Bio-Solids

Meeting	Description	Location	Date	Required
Pre-bid / Site Visit	at George T. Lohmeyer (GTL) Regional Wastewater Treatment Plant 1765 SE 18th St. Fort Lauderdale, FL 33316	George T. Lohmeyer (GTL) Regional Wastewater Treatment Plant	10/22/2024 10:00:00 AM	No

### Attachments

Name	Attachment
348 - Solicitation Document	348 - Solicitation V2.pdf
CoFL General Conditions	1. General Conditions - Rev 08-2023.pdf

### Contacts

Name	Phone Number	Email Address
LAURIE PLATKIN	US 954-828-5138	lplatkin@fortlauderdale.gov
MELISSA DOYLE		mdoyle@fortlauderdale.gov

### Commodity Codes

Commodity Code	Description
910-27	Garbage/Trash Removal, Disposal and/or Treatment
962-39	Hauling Services
963-79	Surcharges and Taxes (To Include Fuel Surcharges and Taxes)
968-71	Solid or Liquid Waste Disposal (Including Management Service)

### Line Details

**Line 1: Biosolids (Sludge) per ton**

**Add On No  
Charges  
Allowed:**

**Add On No  
Charges  
Allowed:**



## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Bidder or Contractor, to provide hauling and disposal services for wastewater treatment sludge and bio-solids for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov). Such contact shall be for clarification purposes only.

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

### 1.3 Pre-bid Conference and/or Site Visit

There will be a pre-bid conference and/or site visit scheduled for this ITB. It is strongly suggested that all Contractors attend the pre-bid conference and/or site visit.

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

It will be the sole responsibility of the Bidder to attend the pre-bid/site visit to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

#### **1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM**

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

#### **1.5 Electronic Bid Openings**

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

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

### **SECTION II - SPECIAL TERMS AND CONDITIONS**

#### **2.1 General Conditions**

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

#### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

#### **2.3 Changes and Alterations**

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

**2.4 Bidder's Costs**

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

**2.5 Pricing/Delivery**

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

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

**2.6 Price Validity**

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**2.7 Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

**2.8 Related Expenses/Travel Expenses**

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

**2.9 Payment Method**

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

**2.10 Mistakes**

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

## **2.11 Acceptance of Bids / Minor Irregularities**

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

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

## **2.12 Modification of Services**

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

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

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

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

## **2.13 Non-Exclusive Contract**

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

## **2.14 Sample Contract Agreement**

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

## **2.15 Responsiveness**

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

**2.16 Responsibility**

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

**2.17 Minimum Qualifications**

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

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

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

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

**2.19 Local Business Preference - N/A**

**2.20 Disadvantaged Business Enterprise Preference - N/A**

**2.21 Protest Procedure**

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [Click Here](#)

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link: [Click Here](#)

**2.22 Public Entity Crimes**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, 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 an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, 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.

## **2.23 Subcontractors**

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

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

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.24 Bid Security**

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

**2.24.2** The City's on-line strategic sourcing platform allows bidders to submit bid bonds electronically directly through the system using **Surety 2000**.

**2.24.3** The bidder may choose to mail their original executed bid bond or upload the bid bond on the City's on-line strategic sourcing platform to accompany their electronic bid and then deliver the original, signed, and sealed bid bond within five (5) business days from the solicitation end date or it will be determined as non-responsive. A bid security in the form of a cashier's check must be an original document and must be submitted at time of the bid due date. If choosing the cashier's check method, plan in advance to send via United

States Postal Service or air freight carrier to ensure cashier's check arrives on or before bid opening deadline.

- 2.24.4** Deliver via United States Postal Service or air freight carrier to City of Fort Lauderdale, Procurement Services Division, 101 NE 3<sup>rd</sup> Avenue, Suite 1650, Fort Lauderdale, FL 33301.
  - A.** Include company name, solicitation number and title clearly indicated outside of the envelope.
- 2.24.5** Failure of the successful Bidder to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

## **2.25 Payment and Performance Bond**

- 2.25.1** The Bidder shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.
- 2.25.2** The Bidder must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.
- 2.25.3** Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

## **2.26 Insurance Requirements**

- 2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.
- 2.26.2** The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review



or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

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

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

Policy must include coverage for contractual liability and independent contractors.

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

**Pollution and Remediation Legal Liability (Hazardous Materials)**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure):

**Contractors Pollution Liability Coverage**

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

**Hazardous Waste Transportation Coverage**

Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

**Disposal Coverage**

Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

**Business Automobile Liability**

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

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

**Workers' Compensation and Employer's Liability**

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

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

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

**2.26.4 Insurance Certificate Requirements**

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

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

**2.26.5** Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

**2.26.6** If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.26.7** If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.26.8** Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

**2.26.9** Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

**2.26.10** All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

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

**2.26.12** It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**2.27 Insurance – Sub-Contractors**

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

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

**2.29 Award of Contract**

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

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

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

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.**

**2.30 Damage to Public or Private Property**

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

**2.31 Safety**

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

**2.32 Uncontrollable Circumstances ("Force Majeure")**

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

**2.32.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

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

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

**2.32.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not

constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.33 Canadian Companies**

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

**2.34 News Releases/Publicity**

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

**2.35 Approved Equal or Alternative Product Bids**

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their bid to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

**2.36 Contract Period**

The initial contract term shall commence upon date of award by the City or May 1, 2025, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional two (2) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

**2.37 Cost Adjustments**

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

**2.37.1 Fuel Surcharge**

Fuel surcharges may be accepted and shall be calculated as a percentage of the

Contractor's hauling charge to the City (net disposal costs).

Fuel surcharges for Diesel will be adjusted quarterly according to the table in Attachment "A" and will have a CAP of 3%.

Adjustments will be based on the DOE Retail On-Highway Diesel Price as published for the US average and will be accepted January 1st, April 1st, July 1st and October 1st each year.

Appropriate documentation must be provided by the Contractor to be considered for a fuel surcharge adjustment by the City.

Contractor shall compute the fuel surcharge by determining the Department of Energy's US Average Diesel Price published on the 3rd Monday of the last month of the quarter. Contractor must provide this information to the City in a format acceptable to the City including the published DOE Retail On-Highway Diesel Price, the Contractor's hauling charge (net disposal costs) and the appropriate percentage charged as per the table in Attachment "A". <http://www.eia.gov/petroleum/gasdiesel/>

### **2.38 Service Test Period**

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

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

### **2.39 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

### **2.40 Contractor Performance Reviews and Ratings**

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

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

This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

**2.41 Substitution of Personnel**

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

**2.42 Ownership of Work**

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

**2.43 Condition of Trade-In Equipment - N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment - N/A**

**2.45 Verification of Employment Status**

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

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

**2.46 Service Organization Controls - N/A**

**2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.48 Rules and Submittals of Bids**

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

**2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may



be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email [ProcurementSupport@fortlauderdale.gov](mailto:ProcurementSupport@fortlauderdale.gov), for more information.

## **2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2024) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2024). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the

Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**2.51 PCI (Payment Card Industry) Compliance – N/A**

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 General Information/Intent

The City of Fort Lauderdale is seeking a qualified Contractor(s) to remove, transport, stabilize and/or dispose of wastewater biosolids (dewatered) from the G.T. Lohmeyer (GTL) Wastewater Treatment Facility to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Florida Department of Environmental Protection (FDEP) regulations.

The City prefers disposal to an FDEP permitted Residuals Management Facility (RMF) which generates a Class A or Class AA material for use in land application, biofuel production or another approved beneficial reuse of the product. All material shall be disposed of in a manner that complies with all federal, state and local regulations.

The selected Contractor will be fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations.

#### 3.1.1 Permits, Tazes, Licenses and Fees

- A. The successful contractor shall at his own expense obtain all necessary permits, pay all license fees and taxes and shall be required to comply with all local ordinances, State and Federal laws, rules and regulations and interlocal agreements that may apply to this contract.
- B. A City of Fort Lauderdale Occupational License is required if Contractor's place of business or office is located within the City limits. Broward County also requires occupational licensure.
- C. Copies of all required licenses may be included with the Contractor's bid and on an annual basis thereafter, or upon request of the City.

#### 3.1.2 Disposal Plan

- A. The Contractor will provide a written plan which will serve to identify the methods that will be utilized to remove, transport, stabilize and dispose of dewatered raw waste-activated biosolids and pretreatment grits, rags and solids.
- B. To ensure the City receives the strongest pricing possible the City reserves the right to secure disposal services directly with a disposal or other processing residuals management facility. Should the City elect to direct volumes to a disposal facility at a later date and the disposal facility's location exceeds 20 driving miles of the Contractor's chosen facility from G.T. Lohmeyer (GTL) Wastewater Treatment, then the City agrees to compensate Contractor for the additional mileage at a rate agreed upon by the Contractor and the City. Such rate shall be a proration of the Contractor's hauling fee (excluding disposal cost) divided by miles to original disposal location.
- C. *(ex. Sludge rate is \$65.00/ton with an actual disposal cost of \$30.00/ton.)*

*\$65.00 sludge fee- \$30.00 disposal = \$35.00 per ton (Contractor hauling fee)  
\$35.00/120 miles (shortest driving distance) to original disposal location= \$0.29/mile  
25 additional miles to City's disposal location x \$0.29= \$7.25  
\$65.00 sludge fee + \$7.25 = NEW rate of \$72.25*

- D. Should the City's awarded disposal location be more than 20 driving miles closer to GTL Wastewater Treatment Plant, the City will receive a reduction in the fee charged by the Contractor by prorating the Contractor's Hauling fee (excluding disposal cost) divided by miles to the original disposal location.

### **3.1.3 Volumes Sludge / Bio-Solids**

- A. Bidder will transport to any FDEP permitted Residuals Management Facility (RMF) which generates Class A or Class AA material for use in land application, biofuel production, etc. or other disposal location as determined by the Contractor and approved by the City. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FDEP).
- B. City reserves the right to request copies of all current FDEP permits for the RMF or disposal facility to be utilized by the Contractor for disposing of or receiving of biosolids generated by the City. Contractor shall require any RMF receiving biosolids produced by the City to enter into an agreement with the City as provided for in Section 62-640.880 F.A.C. <https://www.flrules.org/gateway/RuleNo.asp?id=62-640.880> and City FDEP permit FLA041378 to provide the City with an acknowledgement that the facility has sufficient permitted capacity to receive the biosolids and agrees to operate in accordance with its permits and applicable law.
- C. The operating permit for GTL allows for biosolids to be disposed in a Class I solid waste landfill, in accordance with Chapter 62-701 F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-701>
- D. Contractor will be responsible for all operations and maintenance requirements to transport, treat and dispose of biosolids in accordance with Chapter 62-640 F.A.C. <http://www.dep.state.fl.us/legal/Rules/wastewater/62-640.pdf>
- E. And Title 40 CFR Part 503 [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr503\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr503_main_02.tpl). Per rule 62-640.880 F.A.C. the City shall not be held responsible for treatment, management, use or disposal violations that occur after its residuals have been accepted by a permitted residuals management facility or disposal facility with which the City has an agreement to accept biosolids.
- F. The City will maintain responsibility for operation and maintenance of all "wet end" equipment up to and including the belt filter press and their associated screw conveyors. The City will be responsible for depositing dewatered raw waste-activated biosolids into dump trailers provided by the Contractor for further treatment and disposal after authorized release by the City.
- G. Contractor will be fully responsible for all conveyance of dewatered raw waste-activated biosolids. The Contractor shall be responsible for weighing of loaded trucks at the disposal site or public weigh station convenient to the delivery route. The City may use truck scales located at GTL to verify the weight of empty and loaded trailers. The Contractor's area of responsibility will include, but not be limited to, vehicle traffic in accordance with all regulatory requirements including the Florida Department of Transportation and OSHA, as required.
1. Trailers will be loaded by City personnel with dewatered raw waste-activated biosolids as removed post-treatment.

2. Contractor will haul full containers Sundays 4 pm through Fridays 8 pm as needed. All full trailers must be removed from the site by Friday at 11 pm.
3. Contractor will place an empty trailer when removing the full trailer.
4. Contractor shall cover all trailers once loaded immediately if stored on site.
5. Service hours will be Sunday 4 pm through Friday 8 pm, excluding New Year's Day, July 4<sup>th</sup>, Thanksgiving and Christmas Day. Normal hauling days are Monday through Friday dependent upon landfill or RFF operations and GTL operational needs. This does not preclude expanded or reduced hours of operations due to plant conditions.
6. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, due to any violation.
7. Clean-up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations.
  - a) Should the Contractor fail to clean any spill in a satisfactory or timely fashion, City reserves the right to arrange for proper clean up and shall charge all costs back to the Contractor. Any penalties associated with such a spill shall also be charged to the Contractor.
  - b) Should a mechanical breakdown occur in route to the disposal site, Contractor shall immediately dispatch a tow truck or repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the sole responsibility of the Contractor and carried out at their expense.
  - c) Contractor shall not cause City dewatering operations to stop for more than one (1) hour for any reason, including but not limited to lack of drivers or empty trailers.
  - d) The City, at its discretion, may provide a staging area for empty trailers at GTL, if the Contractor so desires. The City assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use City property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the City. All equipment parked on City property must be properly tarped/covered when not actively being loaded. There is room to accommodate seven (7) trailers at one time.
  - e) Following table reflects volumes hauled for dewatered sludge for the period January 2021 through June 2024 from the GTL Wastewater Treatment Facility.

<b>Month</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>January</b>	2868.97	2586.17	2944.18	3263.62
<b>February</b>	2638.27	2424.79	3013.22	2928.53
<b>March</b>	3123.04	2802.953	3264.22	3323.52
<b>April</b>	3104.56	2121.45	2587.33	3381.12
<b>May</b>	2804.79	2738.93	2924.61	3610.14
<b>June</b>	2710.46	2336.81	3348.85	2277.25
<b>July</b>	3124.9	2019.15	2961.54	
<b>August</b>	3032.45	2746.76	3053.4	
<b>September</b>	2523.52	2237.35	2705.72	
<b>October</b>	2793.44	2544.79	2713.62	
<b>November</b>	2559.18	2641.24	2362.4	
<b>December</b>	2944.73	2911.19	1816.82	
<b>Total Tons Hauled</b>	<b>34228.31</b>	<b>30111.58</b>	<b>33695.91</b>	<b>18784.18</b>
<b>Average Tons / Month</b>	<b>2852.36</b>	<b>2509.3</b>	<b>2807.99</b>	<b>3130.7</b>

- f) All trailers used during the term of this agreement shall be clean and in good condition. The City reserves the right to request a replacement trailer for equipment not meeting the City's standards. Such replacement shall be delivered, and the defective trailer removed within 24 hours of the City's request.
- g) Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production.
- H. Land Application: All properly stabilized material is eligible for land application, if available. Contractor shall, in case of disposal by land application:
1. Provide a copy of the agricultural use plan for each site to the City for inclusion in the City's operating permit.
  2. Obtain and maintain in good standings all necessary local, regional, state and federal permits and licenses to transport, store and land apply biosolids from the City to the Contractor's site.
  3. Provide the City with detailed land application records at the site in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. These records will include local ticket manifests and database management of application rates for six (6) months' summary updates. A monthly summary of all records will be sent to the City.
  4. Contractor shall assume all biosolids life cycle responsibility as defined by FDEP and USEPA in F.A.C. Chapter 62-640 and Title 40 CFR Part 503.

**3.1.4 Retention of Records**

- A. Contractor agrees to retain all bookkeeping and/or accounting records, including supporting documentation pertaining thereto, for a period of five (5) fiscal years as defined by the City, provided applicable audits have been released. Applicable audits are defined as those audits performed by the City's internal or external auditors.

**3.1.4 Liquidated Damages**

- A. Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, will result in the assessment of damages, as described below.
- B. The operating characteristics of the GTL Wastewater Treatment Plant are such that each disposal vehicle hauling dewatered raw waste-activated biosolids must report and be lined up for loading as soon as the previous truck is loaded. Failure to do so could result in the plant being shut down. In such an event, the actual damages to the City for any delay or shut down would be difficult or impossible to determine. Contractor shall receive liquidated damages of \$10,000 per occurrence plus \$350 per hour of lost operations of the City's dewatering facility. Such deductions will continue until service is properly performed, plant operations resume, or the contract is canceled.
- C. Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

*END OF SECTION*



# ATTACHMENT – A

## FUEL SURCHARGE TABLE (PRICES PER GALLON)

AT LEAST	BUT LESS THAN	SURCHARGE
	\$3.42	-1.75%
\$3.42	\$3.50	-1.50%
\$3.50	\$3.58	-1.25%
\$3.58	\$3.66	-1.00%
\$3.66	\$3.74	-0.75%
\$3.74	\$3.82	-0.50%
\$3.82	\$3.90	-0.25%
\$3.90	\$3.98	0.00%
\$3.98	\$4.06	0.25%
\$4.06	\$4.14	0.50%
\$4.14	\$4.22	0.75%
\$4.22	\$4.30	1.00%
\$4.30	\$4.38	1.25%
\$4.38	\$4.46	1.50%
\$4.46	\$4.54	1.75%
\$4.54	\$4.62	2.00%
\$4.62	\$4.70	2.25%
\$4.70	\$4.78	2.50%
\$4.78	\$4.86	2.75%
\$4.86	\$4.94	3.00%
\$4.94	\$5.02	3.25%
\$5.02	\$5.10	3.50%
\$5.10	\$5.18	3.75%
\$5.18	\$5.26	4.00%
\$5.26	\$5.34	4.25%
\$5.34	\$5.42	4.50%
\$5.42	\$5.50	4.75%
\$5.50	\$5.58	5.00%
\$5.58	\$5.66	5.25%
\$5.66	\$5.74	5.50%
\$5.74	\$5.82	5.75%
\$5.82	CAP	6.00%

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

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

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

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

**1.11 SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), 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 (2023), as may be amended or revised, 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 (2023), 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) The solicitation document used for soliciting competitive sealed bids for goods or services.

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

**PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:  
[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

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

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

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed 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 the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:



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

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

- 5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

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



### **NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

#### **NAME**

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

#### **RELATIONSHIPS**

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date





**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



### **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

\_\_\_\_ MasterCard

\_\_\_\_ Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

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

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

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

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Entity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

(Notary Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## AFFIDAVIT

The undersigned, on behalf of \_\_\_\_\_, a  
\_\_\_\_\_ (State) \_\_\_\_\_ (Type of Entity), ("Nongovernmental  
Entity"), under penalty of perjury, hereby deposes and says:

1. My name is \_\_\_\_\_.
2. I am an officer or authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts stated are true.

Name of Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Main Phone Number: \_\_\_\_\_

FEIN No. \_\_ - \_\_ / \_\_ / \_\_ / \_\_ / \_\_ / \_\_

OR

Name of Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Main Phone Number: \_\_\_\_\_

FEIN No. \_\_ - \_\_ / \_\_ / \_\_ / \_\_ / \_\_ / \_\_

## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**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.

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

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## **REFERENCES**

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

ITB No.: 348

### Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids

ISSUED: 10/22/24

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

The Specifications and Requirements have been revised. Words in strikethrough are deletions from the existing text and words in bold underline are additions to the existing text (strikethrough removed; underlined bolded is added).

#### 3.1.2 Disposal Plan

- A. The Contractor will provide a written plan which will serve to identify the methods that will be utilized to remove, transport, stabilize and dispose of dewatered raw waste-activated biosolids, ~~and pretreatment grits, rags and solids.~~

#### 3.1.3 Volumes Sludge / Bio-Solids (G)(7)(g) shall now read as follows:

- g) Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work.
- i. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production.
  - ii. **Due to limited space, contractor shall provide a yard spotter (commonly referred to as yard dog or yard mule) to move trailers within the footprint of the facility as needed to accommodate fluid sludge processing operations.**

#### 10/22/2024 Pre-bid Meeting Sign-in Sheet Attached

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_







City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 2

ITB No.: 348

### Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids

ISSUED: 10/30/24

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

The Specifications and Requirements have been revised. Words in strikethrough are deletions from the existing text and words in bold underline are additions to the existing text (strikethrough removed; underlined bolded is added).

#### 3.1.4 Liquidated Damages

- B. The operating characteristics of the GTL Wastewater Treatment Plant are such that each disposal vehicle hauling dewatered raw waste-activated biosolids must report and be lined up for loading as soon as the previous truck is loaded. Failure to do so could result in the plant being shut down. In such an event, the actual damages to the City for any delay or shut down would be difficult or impossible to determine. Contractor shall ~~receive~~ **be assessed** liquidated damages of \$10,000 per occurrence plus \$350 per hour of lost operations of the City's dewatering facility. Such deductions will continue until service is properly performed, plant operations resume, or the contract is canceled.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Sr. Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Executive Summary Report

of

### Event: 348-5 - Hauling and Disposal - WW Treatment Sludge and Bio-Solids

Buyer: LAURIE PLATKIN

Date Range: 10/09/2024 02:00:00 PM - 11/08/2024 02:00:00 PM

Suppliers Notified: 83

Notified Suppliers 1  
Responding:

All Suppliers 1  
Responding:

### Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
Merrell Bros., Inc.	Kim Fuller	5746997782	kim.fuller@merrellbros.com	Kokomo	IN	6,242,165.00	0.00	Yes

### Event Lines And Responses

Item	Description	Unit of Measure	Quantity
BIOSOLIDS (SLUDGE) PER TON-	Contractor will be responsible for all operations and maintenance requirements to transport, treat and dispose of biosolids in accordance with Chapter 62-640 F.A.C. The quantity provided is an annual estimate.	TN	39,500.0000

### Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Merrell Bros., Inc.	39,500.0000	TN	157.270	0.00

continued...

Item	Description	Unit of Measure	Quantity
FUEL SURCHARGE-	This is a required line item, with an estimated annual amount. <b>We ask all to bid \$1 on a quantity of 30,000.</b> Everyone's bid will be identical at \$30,000.	DO	30,000.0000

### Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Merrell Bros., Inc.	30,000.0000	DO	1.000	0.00

## Header Questions And Responses

### QUESTION

Have you downloaded, reviewed, signed, and uploaded the required forms?

### Question Responses

Supplier	Response	Has Attachment
Merrell Bros., Inc.	Yes	Yes

### QUESTION

Have you downloaded, read, signed, and uploaded Addendum 1?

### Question Responses

Supplier	Response	Has Attachment
Merrell Bros., Inc.	Yes	Yes

### QUESTION

Did you upload a copy of your 5% Bid Bond and mail the original as indicated in the solicitation?

### Question Responses

Supplier	Response	Has Attachment
Merrell Bros., Inc.	Yes	Yes

continued...

## QUESTION

Have you downloaded, read, signed, and uploaded Addendum 2?

## Question Responses

Supplier	Response	Has Attachment
Merrell Bros., Inc.	Yes	Yes

## Contacts

Name	Phone	Email
MELISSA DOYLE		mdoyle@fortlauderdale.gov
LAURIE PLATKIN	US 954-828-5138	lplatkin@fortlauderdale.gov

## Q And A

Supplier	Question	Answer
Denali Water Solutions LLC	1.Who is the current service provider?	Merrell Bros., Inc.
Denali Water Solutions LLC	What is the current cost per ton for transportation & disposal?	\$63.36/Ton
Denali Water Solutions LLC	Are there any plans over the life of this contract that the City plans to do any major modifications that may change the annual tonnage?	Not at this time.
Denali Water Solutions LLC	Where is the material currently being disposed?	JFE Compost - 11000 Red Barn Road , Moore Haven, FL 33471
Merrell Bros., Inc.	This question was asked and answered verbally at pre-bid meeting: Section 2.37.1 details the fuel surcharge calculations. There is a stated CAP of 3% per quarterly request. The Attachment A has a stated cap at 6%, which was explained to be annual CAP	Confirmed

continued...

Supplier	Question	Answer
Merrell Bros., Inc.	It is routinely expected that the loading bays be serviced (loaded trailers exchanged for empty trailers) between non-standard working hours, e.g. 4PM till 4AM, as needed to ensure dewatering continues throughout the Sun-Fri schedule?	Confirmed
Merrell Bros., Inc.	Asked and answered at pre-bid meeting: loading a trailer will take 3-4 hours, and therefor the trailers need to be cycled prior to every 6-8 hours day+night to ensure dewatering capacity into trailers throughout the Sun-Fri schedule 24 hours/day.	Confirmed



CITY OF FORT LAUDERDALE

ITB No.: 348-5

**EXHIBIT B**

**TITLE: Hauling and Disposal - WW Treatment Sludge and Bio-Solids**

**COMPETITIVE NEGOTIATIONS TERM SHEET**

Date: 12/4/2024

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

#	Key Term Description	Cite to Section/Clause of Solicitation, Explanation/Agreed upon Term Proposal or Draft Agreement	
1.	Biosolids (Sludge) hauling and disposal	Line Response 1 \$157.27/ton Broken down as below: <ul style="list-style-type: none"><li>• Hauling: \$42.95/ton</li><li>• Disposal: \$114.32/ton</li></ul>	Line Response 1 \$157.00/ton Broken down as below: <ul style="list-style-type: none"><li>• Hauling: \$42.95/ton</li><li>• Disposal: \$114.05/ton</li></ul>
2.	Fuel Surcharge	Line Response 2 \$30,000/Annually	Line Response 2 \$0/Annually
3.	Liquidated Damages	3.1.4 (B) Liquidated Damages	Once annual exception \$10,000

The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

City of Fort Lauderdale	Name of Firm:
Signature	<u>Blake Merrell</u> Signature
Print Name	Blake Merrell Print Name
Position/Title	COO Position/Title
Date:	12-5-24 Date:

## Line Responses For Event # 348-5

Company: 10

Event #: 348-5

Event Name: Hauling and Disposal  
- WW Treatment  
Sludge and Bio-Solids

Supplier Group: COFL

Supplier: 3567

Supplier Name: Merrell Bros., Inc.

Supplier Contact: 1

Supplier Contact Name: Kim Fuller

## Line Responses

Line #	Item	Description	Vendor Item Description	Line Quantity	Response Quantity	Unit Measure	Unit Price	No Challenge	No Bid Reason	Response Exists	Questions Exist	Is Awarded
* 1	BIOSOLIDS (SLUDGE) PER TON	Biosolids (Sludge) per ton		39,500.0000	39,500.0000	TN	157.270	No	No	Yes	No	No
* 2	FUEL SURCHARGE	Fuel Surcharge		30,000.0000	30,000.0000	DO	1.000	No	No	Yes	No	No





### **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.

<b><u>NAME</u></b>	<b><u>RELATIONSHIPS</u></b>
N/A	

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

  
\_\_\_\_\_  
Authorized Signature  
Dustin Smith  
\_\_\_\_\_  
Name (Printed)

Chief Executive Officer  
\_\_\_\_\_  
Title  
11.04.2024  
\_\_\_\_\_  
Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
\_\_\_\_\_  
Authorized Signature

Dustin Smith, Chief Executive Officer  
\_\_\_\_\_  
Print Name and Title

11.04.2024  
\_\_\_\_\_  
Date



### **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

Merrell Bros., Inc.

\_\_\_\_\_  
Company Name

Dustin Smith

\_\_\_\_\_  
Name (Printed)

A handwritten signature in black ink, appearing to read "Dustin Smith", written over a horizontal line.

\_\_\_\_\_  
Signature

Chief Executive Officer

\_\_\_\_\_  
Title

11.04.2024

\_\_\_\_\_  
Date



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: ITB Event # 348

Project Description:

City of Fort Lauderdale  
Hauling and Disposal of Wastewater Treatment Sludge and Bio-Solids

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

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

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

Contractor/Proposer/ Bidder Company Name: Merrell Bros., Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Chief Executive Officer

Date: 11.04.2024



## REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: Pasco County, FL  
Address: 14230 Hays Rd., Spring Hill, FL 34610  
Contact Person: John Battista  
Title: Public Infrastructure/Resource Recovery Assistant Director  
Phone #: (727) 856-0119  
Email: jbattista@pascocountyfl.net  
Contract Value: \$1,632,545 - most recent contract value  
Year(s): October 2009 to current  
Description: Turnkey public/private treatment facility design, build, operate project treating 50,000 wet tons per year of Pasco and surrounding utilities dewatered biosolids.

Company Name: JEA Jacksonville, FL  
Address: 21 West Church St., Jacksonville, FL 32202  
Contact Person: Zasha Del Orbe  
Title: Manager Wastewater Treatment & Reuse-South Grid  
Phone #: (904) 665-7917  
Email: rivezd@jea.com  
Contract Value: \$11,971,438 - most recent contract value  
Year(s): April 2014 to current  
Description: Turnkey hauling of dewatered and liquid biosolids to Class AA soil amendment. Approximately 20,000 dewatered tons/year & 18,000,000 liquid gallons/year.

Company Name: City of Sunrise, FL  
Address: 10770 West Oakland Park Blvd., Sunrise, FL 33351  
Contact Person: Ted Petrides  
Title: Director of Plant Operations  
Phone #: (954) 888-6035  
Email: TPetrides@sunrisefl.gov  
Contract Value: \$1,015,445 most recent contract value  
Year(s): February 2020 to current  
Description: Turnkey hauling of dewatered & liquid biosolids to further treatment to Class AA soil amendment. Approximately 20,000 dewatered tons/year & 1,900,000 liquid gallons/year.

# CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) Merrell Bros., Inc. EIN (Optional): 35-1681490

Address: 8811 West 500 North

City: Kokomo State: IN Zip: 46901

Telephone No.: (574) 699-7782 FAX No.: (574) 699-7478 Email: Dustin@merrellbros.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1 day

Total Bid Discount (section 1.05 of General Conditions): \$0.00 - N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
#1	10.22.24						
#2	10.30.24						

**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.

N/A

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:

Dustin Smith  
Name (printed)

11.04.2024

Date

  
Signature

Chief Executive Officer

Title



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

ITB No.: 348

### Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids

ISSUED: 10/22/24

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

The Specifications and Requirements have been revised. Words in strikethrough are deletions from the existing text and words in bold underline are additions to the existing text (strikethrough removed; underlined bolded is added).

#### 3.1.2 Disposal Plan

- A. The Contractor will provide a written plan which will serve to identify the methods that will be utilized to remove, transport, stabilize and dispose of dewatered raw waste-activated biosolids, ~~and pretreatment grits, rags and solids.~~

#### 3.1.3 Volumes Sludge / Bio-Solids (G)(7)(g) shall now read as follows:

- g) Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work.
- i. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production.
  - ii. Due to limited space, contractor shall provide a yard spotter (commonly referred to as yard dog or yard mule) to move trailers within the footprint of the facility as needed to accommodate fluid sludge processing operations.

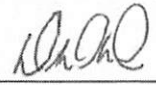
#### 10/22/2024 Pre-bid Meeting Sign-in Sheet Attached

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Sr. Procurement Specialist

Company Name: Merrell Bros., Inc.

(please print)

Bidder's Signature: 

Dustin Smith

Date: 10.29.2024



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Suite 619 • Fort Lauderdale, Florida 33301  
954-828-5933 • Fax 954-828-5576 • [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 2

ITB No.: 348

### Hauling and Disposal - Waste Water Treatment Sludge and Bio-Solids

ISSUED: 10/30/24

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

The Specifications and Requirements have been revised. Words in strikethrough are deletions from the existing text and words in bold underline are additions to the existing text (strikethrough removed; underlined bolded is added).

#### 3.1.4 Liquidated Damages

- B. The operating characteristics of the GTL Wastewater Treatment Plant are such that each disposal vehicle hauling dewatered raw waste-activated biosolids must report and be lined up for loading as soon as the previous truck is loaded. Failure to do so could result in the plant being shut down. In such an event, the actual damages to the City for any delay or shut down would be difficult or impossible to determine. Contractor shall receive be assessed liquidated damages of \$10,000 per occurrence plus \$350 per hour of lost operations of the City's dewatering facility. Such deductions will continue until service is properly performed, plant operations resume, or the contract is canceled.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Sr. Procurement Specialist

Company Name: Merrell Bros., Inc.  
(please print)

Bidder's Signature:  Dustin Smith

Date: 10.30.2024





# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Merrell Bros., Inc.  
8811 West 500 North  
Kokomo, Indiana 46901

### SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Fort Lauderdale  
1 East Broward Boulevard, Suite 444  
Fort Lauderdale, FL 33301

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

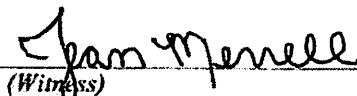
Hauling and Disposal - WW Treatment Sludge and Bio-Solids

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of November, 2024

  
(Witness)

Merrell Bros., Inc.

(Principal)

Chief Executive Officer

(Title)

Atlantic Specialty Insurance Company

(Surety)

Nicole A. Laber, Attorney-in-Fact

(Title)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

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# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**NICOLE LABER**

**License Number : G148033**

**Non Resident Insurance License**

•0920 - NONRES GEN LINES (PROP & CAS)

**Issue Date**

08/08/2024

**NOTICE** - This non-resident license is limited to the classes of insurance reflected above and is further limited to **ONLY** those classes of insurance for which you are licensed in your home state.

**Please Note:** A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fidfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at [www.myfloridacfo.com/division/agents](http://www.myfloridacfo.com/division/agents).



Jimmy Patronis  
Chief Financial Officer  
State of Florida




**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2023

Dollars displayed in thousands


<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 2,668,141	Loss Reserves	\$ 1,191,377
Preferred Stocks	-	Loss Adjustment Expense Reserves	401,505
Common Stocks	765,847	Total Loss & LAE Reserves	1,592,881
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	808,718
Contract Loans	-	Total Reinsurance Liabilities	45,897
Derivatives	-	Commissions, Other Expenses, and Taxes due	78,425
Cash, Cash Equivalents & Short Term Investments	184,124	Derivatives	-
Other Investments	9,571	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	3,635,684	All Other Liabilities	810,774
		Total Liabilities	3,334,795
Premiums and Considerations Due	338,312		
Reinsurance Recoverable	127,403	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	17,891	Common Capital Stock	9,001
All Other Admitted Assets	93,457	Preferred Capital Stock	-
Total Admitted Assets	4,212,546	Surplus Notes	-
		Unassigned Surplus	251,805
		Other Including Gross Contributed	818,948
		Capital & Surplus	877,751
		Total Liabilities and C&S	4,212,546

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2023, according to the best of my information, knowledge and belief.

  
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 19<sup>th</sup> day of March, 2024.

  
Notary Public





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Nicholas J. Bertke, Debra Brummett, Amanda L. Brumbraugh, Jennifer L. Eddy, Nicole A. Laber, Jennifer L. Salm, Katherine J. Scarberry, Macy L. Sandilands**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

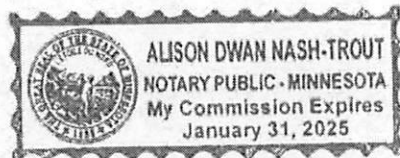
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of November, 2024

This Power of Attorney expires  
January 31, 2025



Kara L.B. Barrow, Secretary