

CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) is entered into as of May ____, 2023 (the “Effective Date”), by and between Schaefer Systems International, Inc., a North Carolina corporation, authorized to transact business in the State of Florida (“**Assignor**”) and Schaefer Plastics North America, LLC, a North Carolina Limited liability company, authorized to transact business in the State of Florida (“**Assignee**”).

RECITALS

WHEREAS, Assignor entered into an Agreement with the City of Fort Lauderdale, a municipal corporation of the State of Florida (“**City**”) dated May 3, 2021, for Refuse and Recycling Carts, Semi-Automatic services pursuant to Invitation to Bid No. 12492-813, for a three-year term, with an option to renew for two (2) additional one-year terms, a copy of the said Agreement is attached hereto and incorporated herein as **Exhibit A** (the “**Refuse and Recycling Carts, Semi-Automatic Agreement**”), and

WHEREAS, Assignor desires to assign to Assignee its rights, title and interest, if any, in the Refuse and Recycling Carts, Semi-Automatic Agreement; and

WHEREAS, the Assignor and Assignee propose the City hereby consents to this Assignment and Assumption Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Recitals and Effective Date. The foregoing recitals are true and correct and incorporated herein by this reference. The Effective Date of this Assignment is the date upon which the Fort Lauderdale City Commission approval is granted.

2. Assignment. For and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the written approval of this Assignment by the City, Assignor hereby assigns to Assignee all of its right, title and interest in and the Refuse and Recycling Carts, Semi-Automatic Agreement, subject to all of the terms, covenants, conditions and provisions of the Refuse and Recycling Carts, Semi-Automatic Agreement. Assignor acknowledges that payments under the Refuse and Recycling Carts, Semi-Automatic Agreement will be made to Assignee and hereby releases the City from any liability related to such payments and its performance under the Refuse and Recycling Carts, Semi-Automatic Agreement.

3. Assumption. Subject to the written consent to this Assignment by the City, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Refuse and Recycling Carts, Semi-Automatic Agreement. Assignee agrees to be bound by each and every provision of the Refuse and Recycling Carts, Semi-Automatic Agreement.

4. Consent. The City hereby consents to the foregoing Assignment of the Refuse and Recycling Carts, Semi-Automatic Agreement to and ratifies execution by the Assignee. All other

terms and conditions of the Refuse and Recycling Carts, Semi-Automatic Agreement shall remain unchanged and in full force and effect. This consent shall not be construed to modify, waive or affect (i) any of the provisions, covenants or conditions, (ii) any obligations, or (iii) any rights or remedies under the Refuse and Recycling Carts, Semi-Automatic Agreement.

5. Assignor's Representations and Warranties. Assignor represents and warrants to City that:

- (a) Except as provided in this Assignment, the remaining terms and conditions of the Refuse and Recycling Carts, Semi-Automatic Agreement shall remain in full force and effect, and unmodified;
- (b) Assignor's interest in the Refuse and Recycling Carts, Semi-Automatic Agreement is free and clear of any liens, encumbrances or adverse interests of third parties;
- (c) Assignor possesses the requisite legal authority to assign its interest in the Refuse and Recycling Carts, Semi-Automatic as provided herein; and
- (d) There are no sums due and owing by Assignor under the Refuse and Recycling Carts, Semi-Automatic Agreement as of the effective date of this Agreement, and there exists no condition of default thereunder.

6. Indemnification. Assignor agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents and representatives from any and all claims, demands and debts due under the Refuse and Recycling Carts, Semi-Automatic Agreement prior to the Effective Date, and subject to terms and conditions of this Agreement, Assignee agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents and representatives from any and all claims, demands and debts which may become due under the Refuse and Recycling Carts, Semi-Automatic Agreement on or after the Effective Date.

7. Miscellaneous. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof and cannot be modified except by written agreement of the Parties. There are no third-party beneficiaries of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns. This Consent to an Assignment by the City shall not be construed as a release of the Assignor for matters arising prior to the Effective Date. The individuals executing this instrument have the power and authority to execute this document on behalf of the respective parties and by their execution it is binding and legally enforceable against the applicable party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the dates set forth below.

ASSIGNOR

SCHAEFER SYSTEMS INTERNATIONAL, INC.,

By: _____

Art Kostaras
President
10021 Westlake Drive
Charlotte, NC 28273

Date: _____

ASSIGNEE

SCHAEFER PLASTICS NORTH AMERICA, LLC

By: _____

Brett Belda
Vice President, Waste Technology Division
10301 Westlake Drive
Charlotte, NC 28273

Date: _____

CONSENT TO ASSIGNMENT

The City of Fort Lauderdale, a Florida municipality, by and through its undersigned Mayor and City Manager, does hereby consent to the foregoing Assignment and Assumption of Agreement.

ATTEST:

CITY OF FORT LAUDERDALE

By: _____
David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
GREG CHAVARRIA
City Manager

Approved as to form:
D'WAYNE M. SPENCE
Interim City Attorney

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

EXHIBIT A

**AGREEMENT FOR
REFUSE AND RECYCLING CARTS, SEMI-AUTOMATIC
BETWEEN THE CITY OF FORT LAUDERDALE
AND SCHAEFER SYSTEMS INTERNATIONAL, INC.**

THIS AGREEMENT, made this 3rd day of May, 2021, is by and between the City of Fort Lauderdale, a Florida municipal corporation, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Schaefer Systems International, Inc.**, a North Carolina corporation ("Vendor" or "Contractor, "Company" or collectively, "Party" or "Parties"), whose address is **10021 Westlake Drive, Charlotte, North Carolina 28273, Phone: 704-944-450, Email: travis.mcalister@ssi-schaefer.com**.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Vendor 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 No. 12492-813 - Refuse and Recycling Carts, Semi-Automatic**, including any and all addenda, prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Vendor's response to the ITB, dated March 1, 2021 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated May 3, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

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

Unless otherwise specified herein, the Vendor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Vendor'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 Vendor impractical, illogical, or unconscionable.

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on **September 7, 2021 and shall end on September 6, 2024**. The City reserves the right to extend the contract for two (2), additional one-year terms, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Vendor 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 Vendor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Vendor for Vendor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Vendor'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 Vendor to reimburse Vendor's expenses.

V. METHOD OF BILLING AND PAYMENT

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

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

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

Vendor shall protect and defend at Vendor'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 Vendor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Vendor. 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 Vendor 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

Vendor shall protect and defend at Vendor'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 Vendor'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 Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

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

This Agreement may be terminated for cause for reasons including, but not limited to, Vendor'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 Vendor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor 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. Vendor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Vendor, 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 Vendor at least thirty (30) days prior to the effective date of such cancellation. The obligation of

the City for payment to a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

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 Vendor, at the Vendor'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 Vendor. The Vendor shall provide the City a certificate of insurance evidencing such coverage. The Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Vendor shall not be interpreted as limiting the Vendor'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 Vendor for assessing the extent or determining appropriate types and limits of coverage to protect the Vendor 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 Vendor 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 and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

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

If the Vendor does not own vehicles, the Vendor 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 Statutes.

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

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

Insurance Certificate Requirements

- a. The Vendor 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 Vendor 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 Vendor 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 Vendor 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
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Vendor 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 Vendor's expense.

If the Vendor'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 Vendor'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 Vendor 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, Vendor 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 Vendor's insurance policies.

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

It is the Vendor's responsibility to ensure that any and all of the Vendor'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 Vendor.

G. Environmental, Health and Safety

Vendor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Vendor 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 Vendor. Vendor 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. Vendor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Vendor'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

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

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Vendor

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 Vendor, whether finished or unfinished, shall become the property of City and shall be delivered by Vendor 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 Vendor 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 Vendor and Vendor's subcontractors that are related to this Agreement. Vendor shall keep, and Vendor shall cause Vendor'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 Vendor and Vendor'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, Vendor or Vendor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Vendor and Vendor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Vendor and Vendor's subcontractors' records, Vendor and Vendor's subcontractors shall comply with all requirements thereof; however, Vendor and Vendor'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.

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

The Vendor 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

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

result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

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

M. Inspection and Non-Waiver

Vendor shall permit the representatives of City to inspect and observe the Work at all times.

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

N. Assignment and Performance

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

Vendor 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.

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

In the event Vendor engages any subcontractor in the performance of this Agreement, Vendor shall ensure that all of Vendor's subcontractors perform in accordance with the terms and conditions of this Agreement. Vendor shall be fully responsible for all of Vendor's subcontractors' performance, and liable for any of Vendor's subcontractors' non-performance and all of Vendor's subcontractors' acts and omissions. Vendor shall defend at Vendor'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 Vendor'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 Vendor's subcontractors or by any of Vendor's subcontractors' officers, agents, or employees. Vendor'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 Vendor nor any of Vendor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Vendor's loyal and conscientious exercise of judgment and care related to Vendor's performance under this Agreement.

Vendor further agrees that none of Vendor'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 Vendor is not a party, unless compelled by court process. Further, Vendor 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 Vendor 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 Vendor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Vendor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Vendor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Vendor 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 Vendor 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

Vendor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Vendor'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. Vendor hereby expresses its willingness to enter into this Agreement with Vendor'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 Vendor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to Vendor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Vendor 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.

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either Party against the other Party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES RELATING TO THIS AGREEMENT.**

In the event Vendor 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 Vendor. The Vendor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Vendor 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 Vendor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Vendor 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

The Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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

Vendor shall comply with public records laws, and Vendor 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 (2020), 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 Vendor 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 Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

CC. Non-Discrimination

The Vendor shall not, in any of its activities, including employment, discriminate against any

individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Vendor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (2020), as may be amended or revised, ("Section 2-187").
2. The failure of the Vendor 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 Vendor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Vendor complies with Section 2-187.
5. The Vendor 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

[Signature]

Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

By:

[Signature]

Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: 5-3-2021

Approved as to form:

By:

[Signature]

Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

[Signature]

Signature

Pamela Beck

Print Name

[Signature]

Signature

Wayne Hazelip

Print Name

SCHEAFER SYSTEMS INTERNATIONAL, INC.

By:

[Signature]

Brett Belda, Vice-President of Sales
Waste Technology Division

(Corporate Seal)

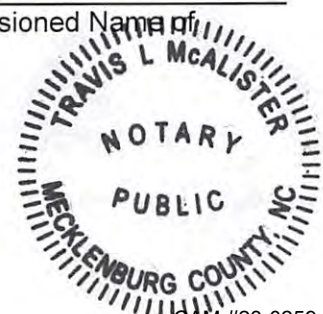
STATE OF NC
COUNTY OF MECKLENBURG

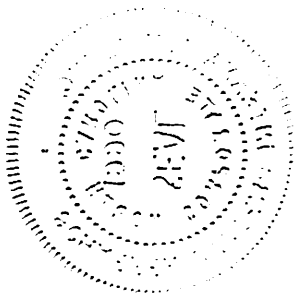
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 20 day of APRIL, 2021, by Brett Belda as Vice-President of Sales for the Waste Technology Division of Schaefer Systems International, Inc. a North Carolina corporation authorized to transact business in the State of Florida.

[Signature]
(Signature of Notary Public – State of NC)

TRAVIS L. McALISTER
Print, Type or Stamp Commissioned Name of
Notary Public)

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





Solicitation 12492-813

Refuse and Recycling Carts, Semi-Automatic

Bid Designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12492-813
Refuse and Recycling Carts, Semi-Automatic

Bid Number **12492-813**
Bid Title **Refuse and Recycling Carts, Semi-Automatic**

Bid Start Date **Feb 2, 2021 12:12:38 PM EST**
Bid End Date **Mar 1, 2021 2:00:00 PM EST**
Question &
Answer End Date **Feb 22, 2021 5:00:00 PM EST**

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

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

Bid Comments **The City of Fort Lauderdale, Florida is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Semi-Automatic Roll-Out Refuse and Recycling Carts for the collection of recyclables, yard waste and refuse for households for the City's Public Works Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

BID OPENING: Join ZoomGov Meeting - BEST IF USED IN CHROME, EDGE OR DIRECTLY IN ZOOM APP.

<https://fortlauderdale.zoomgov.com/j/1603481095?pwd=RWorRnYvWUcxc2lXY01ZOVZSQzIKdz09>

Meeting ID: 160 348 1095

Password: 12492

JOIN BY TELEPHONE

US: +1 669 254 5252 or +1 646 828 7666 or +1 669 216 1590 or +1 551 285 1373

For additional information go to www.BidSync.com.

**Added on Feb 5, 2021:
ADDENDUM 1**

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

- 1. Regarding Question 6: Requested image of Carts and Lids provided.**
- 2. Regarding Question 15: Emailed chart and answer provided.**

All other terms, conditions, and specifications remain unchanged.

Item Response Form

Item **12492-813-01-01 - 35 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label**
Quantity **300 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 300

Description

Enter a unit price in accordance with ITB PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

Item **12492-813-01-02 - 65 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label**
Quantity **8040 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 8040

Description

Enter a unit price in accordance with ITB PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

Item **12492-813-01-03 - 96 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label**
Quantity **450 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 450

Description

Enter a unit price in accordance with ITB PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

Item **12492-813-01-04 - 65 Gallon Garbage Cart - Black**
Quantity **14070 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 14070

Description

Enter a unit price in accordance with ITB PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

Item	12492-813-01-05 - 96 Gallon Garbage Cart - Gray
Quantity	600 each
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 600

Description

Enter a unit price in accordance with ITB PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

Item	12492-813-01-06 - 96 Gallon Vented Yard Waste Cart - Green
Quantity	6500 each
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 6500

Description

Enter a unit price in accordance with ITB PART III - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

City of Fort Lauderdale
Refuse and Recycling Carts, Semi-Automatic
ITB # 12492-813

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Semi-Automatic Roll-Out Refuse and Recycling Carts for the collection of recyclables, yard waste and refuse for households for the City's Public Works Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

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

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

1.4 Point of Contact

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

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

1.5 Pre-bid Conference and/or Site Visit

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

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

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

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

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

2.6 Price Validity

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

2.7 Invoices/Payment

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

with the Contractor on a payment for the work completed and usable to the City.

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 No Exclusive Contract

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

2.14 Sample Contract Agreement

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

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

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

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

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

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101

may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

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

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

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

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

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR

2.19.5 Definitions

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

2.20 Protest Procedure

2.20.1 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: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

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

2.22 Sub-Contractors

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

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

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

2.23 Insurance Requirements

2.23.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor,

at 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.

2.23.2 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.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation

insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

2.23.4 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 the general liability policy.
- 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
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.23.5** 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.

- 2.23.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.23.7** 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.
- 2.23.8** 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.
- 2.23.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.23.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.23.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.24 Insurance – Sub-Contractors

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

2.25 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 City.

2.26 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.

2.27 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.

2.28 Uncontrollable Circumstances ("Force Majeure")

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

2.28.1 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;

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

2.28.3 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

2.28.4 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.

2.29 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.

2.30 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.

2.31 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 proposal 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.

2.32 Contract Period

The initial contract term shall commence upon date of award by the City or September 7, 2021, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

2.33 Cost Adjustments

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

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

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

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

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be

resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.34 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).

2.35 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.

2.36 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.

2.37 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.

2.38 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.

2.39 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.

2.40 Rules and Submittals of Bids

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

2.41 Bid Tabulations/Intent to Award

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

2.42 Public Records

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

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 SCOPE OF SERVICES

The Public Works Department Sanitation Division is seeking a qualified manufacturer to furnish and deliver, on an annual basis as needed, semi-automated roll-out carts for the collection of recyclables, yard waste and refuse.

3.2 CONTAINER SIZES AND CAPACITY

	Height	Width	Depth	Wheel	Weight	Capacity
Recycling						
35 Gallon Cart	38"	20"	23"	8"	20 lbs.	80-160 lbs.
64-65 Gallon Cart	40"	25"	26"	10"	30 lbs.	150-225 lbs.
95-96 Gallon Cart	45"	27"	34"	12"	40 lbs.	250-325 lbs.
Garbage Carts						
64-65 Gallon Cart	40"	25"	26"	10"	30 lbs.	150-225 lbs.
95-96 Gallon Cart	45"	27"	34"	12"	40 lbs.	250-325 lbs.
Yard Waste Carts						
95-96 Gallon Cart	45"	27"	34"	12"	40 lbs.	250-325 lbs.

3.3 MANUFACTURING PROCESS AND MATERIALS

3.3.1 The bid container must be the manufacturer's latest design.

3.3.2 The base plastic resin used in the manufacturing process for the cart body and lid must be first quality high-density polyethylene (HDPE) mixed with a minimum of 20% post-consumer high-density (HDPE) resin. Material must satisfy manufacturer's original specification for first quality material. Off-spec or wide spec material is not acceptable.

3.3.3 The plastic resin must be enhanced with color pigment, ultraviolet light stabilizers and antioxidants, uniformly distributed throughout the finished container to prevent deterioration and shattering. Dry mixing or dry blending of color pigments and resin is not acceptable. Color shall be non-fading throughout the warranty period

3.4 NUMBER OF CONTAINERS

The quantities shown in the table below are the City's historical data for container requirements over the prior contract period. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

FY	35g Blue Recycle	95g Gray Garbage	95g Green Yard Waste	65g Blue Recycle	65g Black Garbage
FY 2017	6	252	1029		670
FY 2018			2135	1340	3350
FY 2019		210	1704	1000	3241
FY 2020			1708	2010	4020

FY 2021*			427		670
Total	6	462	7003	4350	11951

*2021 includes only those orders that have been invoiced through January 2021

3.5 COLORS

Bidder shall provide digital color chips no smaller than 1" x 2" with Bid submittal. The CITY must approve the final colors for all types of containers listed in the Bid.

	Color	Description
Recycling		
35 Gallon Cart	Rehrig Pacific BL52 or equivalent	Pepsi Blue / matching blue lid / black wheels
65 Gallon Cart	Rehrig Pacific BL52 or equivalent	Pepsi Blue / matching blue lid / black wheels
95 Gallon Cart	Rehrig Pacific BL52 or equivalent	Pepsi Blue / matching blue lid / black wheels
Garbage		
65 Gallon Cart	Rehrig Pacific BL38 or equivalent	Black / matching black lid / black wheels
95 Gallon Cart	Rehrig Pacific GR75 or equivalent	Gray / matching gray lid / black wheels
Yard Waste		
95 Gallon Cart	Rehrig Pacific GR61 or equivalent	Green / matching green lid / 4 matching green air vents / black wheels

3.6 CART CONTAINER REQUIREMENTS

3.6.1 ANSI CONFORMANCE: All containers shall meet ANSI container standards Z-245.30 and Z-245.60 for "Type B/G" containers. The bidder must submit independently certified copies of all ANSI test results with the proposal.

3.6.2 FINISH: The container shall be manufactured with a smooth surface inside and out, free of inside recesses, projections or other obstructions where material inside the containers could be trapped. No coatings or sprayed on surfaces are permitted. The body and lid shall have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

3.6.3 STABILITY: The container shall be designed to remain in the upright position when the lid is thrown open, either loaded or empty. The container must be designed to withstand winds averaging 35 miles per hour when empty (based on the average wind resistance of the four sides of the cart).

3.6.4 LIFT SYSTEM: The container shall be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping. The container shall be designed to be picked up and dumped by a semi-automated lifting device that will pick up the leading side of the container and also will prevent it from falling into the truck hopper, and by a fully automated lifting device that encircles the cart. The container shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts.

- 3.6.5 ABRASION PROTECTION:** The containers must be designed with a double drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in strip.
- 3.6.6 RIM OF BODY:** The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.
- 3.6.7 WALL THICKNESS:** The containers shall be manufactured with a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in critical wear points (i.e., cart bottom, handle and lift mechanism). Alternative proposals will be reviewed with the City reserving the right to request product testing documentation. The City reserves the right not to accept alternative proposals at its sole discretion.
- 3.6.8 LIDS:** The container lid shall be manufactured from the same material as the container body and be of such a configuration that it will not warp, bend, slump, or distort to such extent that it no longer fits the container properly or becomes otherwise unserviceable. A UVR inhibitor is required. The inhibitor shall be guaranteed effective against sun deterioration and/or the lid becoming brittle due to exposure. The lid shall be one-piece construction and the lid design and weight shall prevent rainwater from entering the container and will not blow open under general weather conditions. The container section will be furnished with a hinged lid, with hinge to the rear of wheeled section. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall overlap sides but shall flare out so they will not bind against the sides if the lifting device distorts the container. Lids shall be securely attached to the container without the use of nuts and bolts and shall be hinged to open by gravity as the container is dumped. The lid shall open to a position 270 degrees from the closed position and hang open without stressing the lid, container body or tipping over the cart. Lids must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-molded label technology. Lids shall not have a locking device. The City must approve lid design.
- 3.6.9 HANDLES:** Each container shall have a horizontal handle to provide comfortable gripping areas for pulling or pushing the container. The handle and handle mounts must be an integrally molded part of the container body or lid, and only expose plastic surfaces to the hands of the user.
- 3.6.10 WHEELS:** Each container shall be furnished with two (2) plastic molded or rubber snap on wheels and each wheel shall be furnished with an inner lock pin made from a corrosion resistant metal.
- 3.6.11 AXLE:** Each container shall be furnished with a universal axle with a corrosion resistant coating. Axle must slide in the cart bottom and must not be exposed to contents inside of container. This Axle shall be interchangeable with 65 and 95 carts in this ITB.
- 3.6.12 AIR VENT:** Yard Waste Carts shall be manufactured with four air vents.

- 3.6.13 NESTING AND DESIGN:** The container shall be manufactured with a narrow width design to fit through 30" door opening. The container shall be manufactured with a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment. There shall be no other metal attachments, metal framing, or nuts and bolts on the container, excluding the metal axle and the wheel's inner lock pin.
- 3.6.14 SERIAL NUMBERS:** Each container must have a serial number and barcode hot stamped in white on the face of its body. The serial number shall be determined by the City of Fort Lauderdale. Serial numbers shall be in sequence beginning with the year of manufacture.
- 3.6.15 CONTAINER LOGO:** The City of Fort Lauderdale logo shall be affixed by hot stamp onto both sides of the container. The logo shall be placed near the top portion of the cart to avoid being damaged by the automated lifting arm.
- 3.6.16 ADDITIONAL MARKINGS:** All carts and/or lids shall be clearly embossed with raised letters as follows:
- A. PROPERTY OF CITY OF FORT LAUDERDALE
 - B. ↓ PLACE CONTAINER WITH ARROWS FACING THE STREET FOR COLLECTION ↓
 - C. The following information will also appear on the cart/lid near the front: This information shall be affixed by hot stamp.
 - 1) 65-gallon black Garbage cart:
Cart – white City Logo both sides
(or approved alternative)
In Mold Lid Label
 - 2) 95-gallon green Yard Waste cart:
Cart – white City Logo both sides
(or approved alternative)
In Mold Lid Label
 - 3) 95-gallon gray Commercial cart:
Cart – white City Logo both sides
(or approved alternative)
In Mold Lid Label
 - 4) 35, 65, & 95 gallon blue Recycling cart:
Cart - white City Logo both sides
(or approved alternative)
In Mold Lid Label
 - D. In addition, to comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts as shown below. Mark shall be visible and shall be at least 3" x 3" or compliant with current regulations.
 - E. SPI VOLUNTARY CODING SYSTEM

1 – PET	2 – HDPE	3 – V
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3.7 CONTAINER SAMPLES

To ensure that the containers meet the bid specifications and will operate properly with existing lifting devices, the successful bidder being considered for award will deliver a sample of each cart for inspection at no cost to the City (if requested by the City). Samples must be exact product and color CONTRACTOR will deliver during the contract period except for hot stamps.

3.8 QUALITY CONTROL

3.8.1 A cart will be chosen at random from each delivery for compliance testing with specifications set forth in this contract. If a cart does not meet specifications, two additional carts will be chosen and inspected for specification compliance. The entire shipment will be considered not in compliance with specifications set in this contract, if either one of the additional carts fails to meet specifications.

3.8.2 The contractor will be notified of the discrepancy and will have the following two options:

- A. have the entire shipment returned, at contractor expense, to the factory for correction, or
- B. City may accept the shipment, and contractor shall compensate the Public Works Department for alterations.

3.9 ORDERING, SHIPPING AND DELIVERY TO CITY SITES

3.9.1 Cart Orders placed by the City will be in the form of written communication via fax or e-mail from the Public Works Department to the sales office. Each container/part will be ordered by Item or Model Number supplied by the manufacturer, identifying the cart size, color, and specification. The current contract cost per item will also be provided on the order form.

3.9.2 The Sales Office will acknowledge and confirm cart order via fax or e-mail upon receipt of order and specify approximate delivery date. Additionally, the City and the Contractor are jointly responsible to ensure that the annual Purchase Order dollar amount is not to be exceeded without a Purchase Order Change Order.

3.9.3 All bid prices quoted are to include delivery charges, FOB: Destination.

3.9.4 Time is of the essence for any orders placed as a result of this bid. Deliveries shall be completed no later than forty-five (45) calendar days after receipt of order. The City reserves the right to cancel any orders, or parts thereof, without obligation if delivery is not made in accordance with this shipping and delivery schedule.

3.9.5 Containers shall be delivered assembled or unassembled.

3.9.6 The City's intent is to order by the truckload, but at times, not to exceed twice per year, a minimum of 100 containers may be ordered. Parts will be ordered by Lot size or Kits (please specify).

3.9.7 **Current Delivery Contact and Address for Yard Waste, Recycling, Garbage and Commercial Carts:**

City of Fort Lauderdale Sanitation Cart Shop
1901 NW 6th Street
Fort Lauderdale, FL 33311
(*24 Hour Advanced Notice Required for Deliveries)
Receiving Hours: Monday – Friday 7:00 a.m.- 9:00 a.m.
Excluding City Holidays

Republic Services
751 NW 31st Avenue
Fort Lauderdale, FL 33311

Coastal Waste & Recycling
3900 NE 10th Way
Pompano Beach, FL 33064
Or
1840 NW 33rd Street
Pompano Beach, FL 33064

Note: The City may use other sites within Miami-Dade, Broward or Palm Beach County.

3.10 RFID TAGS AND EQUIPMENT

- 3.10.1** Carts shall be equipped with a passive, Ultra High Frequency RFID tag installed in the handle of the cart or other approved location with no exposure to the outside elements. To avoid interference with the container's contents/materials, RFID tags placed inside of the cart are unacceptable. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable on new carts. The tag must be readable from up to 15 feet away.
- 3.10.2** RFID TAG SPECIFICATIONS: The RFID inlay must be passive UHF and have an optimal operating frequency of 860 – 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC Global Gen 2 standards. An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at the manufacturing facility. The manufacturer shall create and supply a database for the City of Fort Lauderdale that includes the associated information.
- 3.10.3** The database must include each container's RFID Tag, Serial Number, Date of Manufacture, Bar Code, Cart Size, Cart Type, Address Fields, Inventory Control fields and fields for GIS Cart Location. It is expected that the manufacturer will maintain a copy of this database for the life of the contract and provide additional association information for future container purchases. Tags must be tested to ensure that each tag is programmed properly, and the bar code is readable before a cart leaves the manufacturing facility.
- 3.10.4** RFID tags and portable hand-held readers shall be compatible with the Contractor's own Tracking Software System as well as other proven RFID tracking software systems (i.e., Sonrai) in the refuse and recycling industry.
- 3.10.5** Pricing for RFID Tags shall be included in the cart price.

3.11 TRACKING AND REPORTING SOFTWARE SYSTEM SERVICE

3.11.1 Tracking and Reporting Software System Service that tracks delivery and ongoing cart maintenance, inventories, work orders, and curbside recycling participation shall be included for the term of the agreement. This shall include set-up, software licensing, web hosting, routine maintenance and software support. **This cost should be included as part of the per cart cost bid.**

3.11.2 The Contractor shall provide asset management and recycling participation services through a Tracking and Reporting Software System (TRSS). The software must be web based and customized for the City of Fort Lauderdale. Access to this software must be 24 hours per day, 7 days per week, 365 days per year. The only elements required for this software to properly operate is a web browser and live internet access. There must be customizable, tiered levels of security access.

3.11.3 The TRSS must manage the initial container delivery, any work orders generated and/or completed, recycling set-out rates and participation, and any informational changes made during the course of the program. This software must sync with the hand-held scanners outlined in 3.10.4 in order to maintain an accurate inventory/account/recycling participation database.

3.11.4 The TRSS shall have the ability to generate reports daily, weekly, or monthly based on container activity. These would include inventory reports, maintenance reports, and recycling participation reports customizable for the City. Reports should be able to be viewed in PDF format or downloadable in an Excel format.

3.11.5 Any and all data and reports collected and prepared through the TRSS shall become the property of the City of Fort Lauderdale, without restriction or limitation on its use, and shall be made available, to the City, upon request, at any time, in a format approved by the City.

3.12 IN-MOLD LABELS

3.12.1 In-Mold Lid Labels shall be included in the price for carts. This shall include contractor's costs for label design, layout, proofing, color printing, ultraviolet ray protection, and placement on the lid of the container.

3.12.2 IN-MOLD LID LABEL: The City of Fort Lauderdale will design educational signage that must be affixed to the lid portion of the container that will provide instructions on how and what to recycle. The image will be in the form of an In-Mold label. The In-Mold label will be located on the outside of the lid. Instructions for the safe use of the container may also be part of the In-Mold label, as well as a notification statement that "This cart has been assigned to a physical address".

3.12.3 MANUFACTURING PROCESS: In-Mold Label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.

3.12.4 COLOR AND GRAPHICS: The In-Mold Label shall be full color and contain images and language representing materials acceptable for the City of Fort Lauderdale curbside collection program. All proofs for the label shall be

submitted to the City of Fort Lauderdale for approval. See Attachment A for samples of artwork. Please note the sample artwork DOES NOT represent the final product that will be used by the City.

3.12.5 SIZE: The size of the labels shall be as follows (or larger upon approval of the City):

- A. 95-gallon container - a minimum 9 inches high and by 14 inches wide**
- B. 65-gallon container - a minimum of 8 inches high by 12 inches wide**
- C. 35-gallon container - a minimum of 7 inches high by 11 inches wide**

3.12.6 In-Mold specifications may be changed at the request of the City during the contract period at no additional cost to the City.

3.13 WARRANTIES

3.13.1 CARTS: The bidder must submit with its proposal a warranty specimen of the exact warranty offered for the roll-out carts. The warranty must be for no less than ten (10) full years, which includes lids, axles, wheels, all component parts, and all RFID equipment.

3.13.2 The warranty must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after installation. Contractor must accept any and all defective carts returned under warranty and pay for all freight and delivery costs including disposal costs.

3.13.3 The Bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

- A.** Failure of the lid to prevent rainwater from entering the container when in the closed position.
- B.** Damage to the container body, lid or other component parts through opening or closing the lid.
- C.** Failure of the retaining bar from damage during the interface with standard ANSI approved lifting devices.
- D.** Failure of the body and lid to maintain their original shape.
- E.** Damage or cracking of the container body through normal operating conditions.
- F.** Failure of the wheels to provide continuous easy mobility as originally designed.
- G.** Failure of the lid hinge to remain fully functional and continuously hold lid in the originally designed and intended position whether open or closed.
- H.** Failure of any metal components to remain free of excessive rust or corrosion, to be determined by the City.
- I.** Failure of any portion of the bottom of the container body to remain impervious to wear- through despite repeated contact with abrasive surfaces.
- J.** Failure of mechanism holding wheels on axles.
- K.** Failure of any container, container body, lid, wheels, or other component part to conform to minimum standards as specified herein.
- L.** Deterioration, cracking or failure of containers due to ineffectiveness of UVR inhibitors.

- M. Color shall be non-fading.**
- N. Damage or fading of the IML**

3.13.4 Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

3.13.5 Container or component failure during the warranty period shall require replacement with a new component(s) if the failure is solely with the component and with a complete container (including shipping) if the failure is in the body of the container, at no cost to the City. The determination of the failure will be at sole discretion of the City.

3.14 EXPERIENCE / COMPLIANCE

3.14.1 The Contractor must demonstrate at least five years of experience of continuous production/manufacturing of injection-molded containers for use in automated and semi-automated collection systems. Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least five municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, number of carts, contact person and phone number for each reference.

3.14.2 Additionally, the Contractor must have proven experience in providing communities, with RFID enabled containers and internet-based cart management systems. Bidder must include, as part of the bid response, the number of RFID enabled containers that the bidder has on the street, and the number of customer locations that have received your RFID enabled containers. The bidder must include the name and contact information of three municipalities for whom you have provided embedded High Frequency RFID technology. At least one of the municipalities must have employed the Bidder's or the Bidder's subcontractor's Software and Tracking System services for cart management and/or recycling participation. Bidder must include copies of reports utilized by the municipality.

3.15 UNSERVICEABLE CARTS

Contractor shall, at the City's request and the Contractor's sole expense, retrieve and recycle any carts that are damaged, unusable or unrepairable. This includes ALL City carts, including those from other manufacturers. Upon receipt, Contractor shall report to the Contract Administrator, in writing, of the total weight and number of units recycled. The City reserves the right to scavenge this inventory for parts including axles, wheels, lids and vents. Contractor shall retain any proceeds from the value of the carts once recycled. City reserves the right to require proof of recycling.

END OF SECTION

ATTACHMENT A

Sample of In-Mold Labels

MIX ALL RECYCLABLES HERE

Mix It. Curb It. There's no need to sort. Simply mix all clean recyclables in this cart and roll it to the curb.

CONTAINERS	PAPER/CARTONS	GUIDELINES
<ul style="list-style-type: none"> • Glass bottles and jars (any color) • Juice and milk boxes • Metal cans and lids • Plastic bottles/jugs • Any plastic container with a narrow neck 	<ul style="list-style-type: none"> • Catalogs/magazines • Cereal boxes and other paperboard • Cardboard boxes no larger than 4' x 2', cut and flatten • Junk mail • Newspaper • Office paper • Paperback books • Any paper that tears 	<ul style="list-style-type: none"> • Empty and rinse containers. Remove lids and caps. • Don't bag recyclables. • Close cart lid completely. • Set cart two feet from other carts or objects. • Recycling carts are assigned to a property address. Don't remove.

IMPORTANT! NO batteries, ceramics, electronics, food waste, garbage, household hazardous chemicals (e.g., garden chemicals, paint, vehicle fluids, etc.), light bulbs, plastic bags, Styrofoam, window glass, or yard waste should be put into this cart.

For more information, visit www.fortlauderdale.gov/recycle or call (954) 828-8000.

mix it curb it
Making Recycling Easier

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed prior to termination of the Agreement.

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.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

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

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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

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

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

QUESTIONNAIRE

Please Print or Type:

- 1. Provide three references, other than the City of Fort Lauderdale, for which you have performed similar services.**

Company Name:

Address:

Contact Name:

Telephone:

Email:

Company Name:

Address:

Contact Name:

Telephone:

Email:

Company Name:

Address:

Contact Name:

Telephone:

Email:

- 2. Number of years of experience the firm has had in providing similar services:**

Years

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

- 4. List appropriate licenses as issued by Broward County.**

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

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

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

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

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

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

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

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

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- | | | |
|-----|---------------|---|
| (1) | Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| | | requests a Conditional Class B classification as defined in the City of Fort Lauderdale |

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(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

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

BIDDER'S COMPANY: _____

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE: _____

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:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration)

EIN (Optional):

Address:

City:

State:

Zip:

Telephone No.:

FAX No.:

Email:

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

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

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

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

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, be limited by the amount of the bid.

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB No. 12492-813
TITLE: Refuse and Recycling Carts, Semi-Automatic

ISSUED: February 5, 2021

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

1. Regarding Question 6:
 - QUESTION 6: 3.6.16 For reference would the City be so kind as to provide a current picture of the cart and lids?
 - ANSWER: See below





City of Fort Lauderdale • Procurement Services Division
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2. Regarding Question 15: Vendor submitted the following question and chart on page 3:

- *QUESTION 15: 3.11 – In order to collect participation data, the City would need to purchase RFID readers for the collection vehicles. These read the RFID tags in the carts as the trucks collect the carts. The hardware for this is a fixed cost and also has some monthly cellular and service fees that would be included. In section 3.4 the city has the right to vary from the initial estimated carts being ordered. That said, Would the City consider either breaking out the RFID hardware and supporting cellular & software costs OR commit to a reasonable volume so the vendors can spread the costs out over the carts? An example of this would be: emailed to: Lplatkin@ftfortlauderdale.gov (954)-828-5138 on 2/5/21 (Submitted: Feb 5, 2021 6:46:57 AM EST)*

- **ANSWER:**
We are not purchasing readers for collection vehicles

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Prices For Carts					
Item	Unit Quantity per year (estimate)	Price per unit (does not include resin escalator)	Total Price Year 1 – Year 3 resin escalator will apply as approved	Total Price Optional Year 4 resin escalator will apply as approved	Total Price Optional Year 5 resin escalator will apply as approved
		current resin price .60/lb			
Recycling 95	112/year				
Recycling 65	1000/year				
Recycling 35	112/year				
Garbage 95	250/year				
Garbage 65	2500/year				
Yard Waste 95	1500/year				

If all vendors use CDI Chemical Data Index / all price fluctuations will be based off of the Unit price and will be consistently adjusted no matter who the award goes to.

Prices For RFID Collection Data Tracking					
Item	Number of Collection Trucks Please Only include the number of trucks you want participation data from	Price per Unit	Total Price		
RFID Readers (installation included)					

Prices for RFID Verification Software					
Item	Number of Trucks or Users	Monthly Cost	Cost per year 1-3	Cost to renew year 4	Cost to renew Year 5
Cellular Fees					
Desktop Access (Users)					

Prices for Work Order & Inventory Management Handheld			
Item	Number of Users Please Only include the number of users you would like to perform tasks related to cart maintenance and inventory Management	Price per Unit	Total Price
Handheld or Phone			

Prices for Work Order and Inventory Mangement					
Item	Number of Users	Monthly Cost	Cost per year 1-3	Cost to renew year 4	Cost to renew Year 5
Cellular Fees (If phones/handhelds must be provided)					
License Fee					
Desktop Users					

Question and Answers for Bid #12492-813 - Refuse and Recycling Carts, Semi-Automatic**Overall Bid Questions****Question 1**

Section 2.32 The contract has a 3 year initial term beginning September 1, 2021 or after the award. Given there are fixed cost requirements for hardware and monthly service fees, should we price this to accommodate for the optional 2 year extension OR should we use three years and the City will pay for the technology separately if they so choose to renew the 4th and 5th year? (Submitted: Feb 4, 2021 2:57:14 PM EST)

Answer

- All costs should include hardware and monthly service fees throughout the potential contract life, including extensions, should the City and vendor opt to extend. (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 2

Section 2.33 The first 3 years of prices are firm; the plastic industry relied heavily on resin as our raw material. This raw material has fluctuations monthly, like fuel, Would the City consider allowing for a resin escalator every 90/120/bi-annually/annually to accommodate for this unknown. If the City would allow, the prices would be much lower for you overall as the manufacturers would be protected and not have to predict resin costs out 3 years. Especially when considered, we will not even make a cart for at least 8 months from now. Sample verbiage: ? "Prices quoted in response to this Bid solicitation shall be firm for the first 90 days of the contract period. After 90 days, prices may be subject to revision and such changes shall be based on resin fluctuation during that period. Should the market price of resin increase or decrease from the initial unit bid price, the increase/decrease will be passed on to The City 30 days following the bid opening and throughout the term of the contract." (Submitted: Feb 4, 2021 2:58:19 PM EST)

Answer

- No (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 3

Section 2.33 The City indicated CPI as the preferred index however, we found that the CPI is affiliated more closely with labor. Plastics manufacturers rely heavily on resin and the industry standard is the Chemical Data Index, this is updated monthly due to the volatility of the resin market. Would the consider changing the index to CDI rather than CPI (Submitted: Feb 4, 2021 2:58:41 PM EST)

Answer

- No (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 4

3.4 – The number of containers ordered fluctuates but in other sections the City is requesting hardware (fixed) and software (monthly) costs to be added to the cart price. We simply cannot accommodate both of these requests. We will either need a firm commitment on cart sizes and/or quantities OR the hardware/software must be broken out as separate line items. (Submitted: Feb 4, 2021 3:01:16 PM EST)

Answer

- This isn't a question- no response (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 5

3.6.16 – Do the Garbage carts need a full color IML? (Submitted: Feb 4, 2021 3:01:50 PM EST)

Answer

- Yes (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 6

3.6.16 For reference would the City be so kind as to provide a current picture of the cart and lids? (Submitted: Feb 4, 2021 3:02:17 PM EST)

Answer

- Yes - Photo supplied in Addendum 1 (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 7

3.7 – Is the City requiring samples at this time? (Submitted: Feb 4, 2021 3:02:37 PM EST)

Answer

- No (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 8

3.7 - Would the City consider accepting sample carts of different colors and using a color chip to color match to current carts. Many manufacturers have few sample on the floor and are not always these exact colors. The cost to manufacture one of each in exact color would be cost prohibitive. (Submitted: Feb 4, 2021 3:17:38 PM EST)

Answer

- Yes (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 9

3.10.3 – Many work order and inventory management systems are run on cell phone apps. Is it the City's request that cell phones and cellular services of these phones be provided or would the City provide these if the vendor is in fact an app based mobile user system? In our experience, it is far cheaper for the City to provide these to their employees vs. us. If the City does want the phones and cellular provided, would you prefer a 3 year agreement or the 5 year agreement? (Submitted: Feb 4, 2021 3:23:39 PM EST)

Answer

- The City will can provide the equipment if software from vendor is iPad or cell phone based or compatible with Motorola Model C71 scanners currently owned by the City - the vendor would be responsible for the app or software. (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 10

3.10.3 – How many handheld users is the City anticipating needing to perform work orders, inventory management, maintenance etc? (Submitted: Feb 4, 2021 3:26:17 PM EST)

Answer

- We currently have 7 Motorola scanners issued to 4 users (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 11

3.10.3 – Is it the City's intent to assign the carts to each home address using the handhelds? (Submitted: Feb 4, 2021 3:26:53 PM EST)

Answer

- Yes- we use to track inventory placement (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 12

3.10.4 – Do the City's collection vehicles currently have Sonrai readers on the trucks collection RFID tag reads? (Submitted: Feb 5, 2021 6:43:33 AM EST)

Answer

- No (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 13

3.10.4 – if the City does have Sonrai on the collection vehicles currently, could you provide any insight on the type of data that the system is currently providing the City? Given the intricacies of integration we would like to be sure we can accommodate the City's requirements? (Submitted: Feb 5, 2021 6:43:55 AM EST)

Answer

- We do not have Sonrai or readers on collection vehicles (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 14

3.10.4 – If the City currently has Sonrai, is the intent to get new options that offer similar of better data/reliability/ease of use? (Submitted: Feb 5, 2021 6:44:18 AM EST)

Answer

- We do not have Sonrai - we are open to other systems. (Answered: Feb 5, 2021 4:32:12 PM EST)

Question 15

3.11 – In order to collect participation data, the City would need to purchase RFID readers for the collection vehicles. These read the RFID tags in the carts as the trucks collect the carts. The hardware for this is a fixed cost and also has some monthly cellular and service fees that would be included. In section 3.4 the city has the right to vary from the initial estimated carts being ordered. That said, Would the City consider either breaking out the RFID hardware and supporting cellular & software costs OR commit to a reasonable volume so the vendors can spread the costs out over the carts? An example of this would be: emailed to: Lplatkin@ftfortlauderdale.gov (954)-828-5138 on 2/5/21 (Submitted: Feb 5, 2021 6:46:57 AM EST)

Answer

- We are not purchasing readers for collection vehicles (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 16

3.11 – How many collection vehicles will be used to collect participation data? (Submitted: Feb 5, 2021 6:54:31 AM EST)

Answer

- We are not purchasing readers for collection vehicles (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 17

3.11 – If the City does not own these vehicles, will the vendor have access to these trucks and be allowed to add our hardware? We also need a mechanic onsite. (Submitted: Feb 5, 2021 6:55:01 AM EST)

Answer

- The City does not own the vehicles - we do not currently use RFID for participation data but would like to in the future. (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 18

3.11.3 – Does the City have the serial numbers and address assignments from the initial roll out? If so what format is this in? (Submitted: Feb 5, 2021 6:55:30 AM EST)

Answer

- Yes- web-based data and can be downloaded into multiple formats including Excel. (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 19

Do the current carts have bar codes and serial numbers and RFID Tags? (Submitted: Feb 5, 2021 6:55:57 AM EST)

Answer

- Yes (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 20

3.11.3 – Would the City elaborate on how they are currently managing the carts and where they are located? (Submitted: Feb 5, 2021 6:56:21 AM EST)

Answer

- Carts are located at vendor's facilities and distributed by contracted vendor. (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 21

3.12.4 – The sample IML is for Recycling but the language seems to indicate all carts have the IML could you clarify? (Submitted: Feb 5, 2021 6:56:50 AM EST)

Answer

- All carts have IML (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 22

3.13.1 – The RFID hardware comes with a one year warranty – additional warranties can be purchased after year one. Would the City remove the Readers from a 10 year warranty? It is not common for hardware components related to technology to have a manufacturer's warranty past 1 year or a depreciation greater than 5 years; due to the rapid changes in the tech industry. (Submitted: Feb 5, 2021 6:58:50 AM EST)

Answer

- We are not looking to buy readers. (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 23

3.13.1 – The phones or Handheld do not typically have a warranty - Would the City remove the phones or handhelds from a 10 year warranty? (Submitted: Feb 5, 2021 6:59:34 AM EST)

Answer

- The 10-year warranty is specific to carts only. (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 24

3.15 We are happy to provide cart reclamation services however, many recyclers will not accept Toter, Americart, Rubbermaid, or Zarn products due to the material. Would the City tell us who the previous carts were manufactured by? or would the City remove these for proper, uncontaminated recycling loads? (Submitted: Feb 5, 2021 7:00:35 AM EST)

Answer

- We do not currently have carts from the manufacturers listed. We have not had any issues recycling carts and all have been successfully recycled. (Answered: Feb 5, 2021 4:39:14 PM EST)

Question 25

3.4 â•“ The number of containers ordered fluctuates but in other sections the City is requesting hardware (fixed) and software (monthly) costs to be added to the cart price.

Will the City either make a firm commitment on cart sizes and/or quantities OR will the city break out the hardware/software out as separate line items? (Submitted: Feb 12, 2021 10:21:06 AM EST)

Answer

- The cart sizes have been provided. The estimated annual quantities have been provided as well; however, we do not guarantee these quantities.

The City will not be breaking out hardware/software as separate line items. (Answered: Feb 15, 2021 12:41:29 PM EST)

Question 26

In section 3.10.0 – is states adhesive or sticker RFID tags and Bar Codes will not be acceptable on new carts. Also states the database must include a Bar Code. Do we need to provide a bar code? And what are the specifications for it? (Submitted: Feb 16, 2021 6:29:41 AM EST)

Answer

- Current RFID tags are in the handle and is the City's preference. Bar codes can be provided but are not required. (Answered: Feb 16, 2021 11:10:37 AM EST)

Question 27

How many users will be using the Tracking and Reporting software? (Submitted: Feb 16, 2021 6:30:24 AM EST)

Answer

- Maximum of 6 (Answered: Feb 16, 2021 11:10:37 AM EST)

Question 28

Will the city allow an "alternate" price page? (Two price pages) (Submitted: Feb 16, 2021 6:33:44 AM EST)

Answer

- No (Answered: Feb 16, 2021 11:10:37 AM EST)

Question 29

Can we use your existing broadband internet connection or do we need to install our own? (Submitted: Feb 16, 2021 7:08:45 AM EST)

Answer

- City provides internet connection (Answered: Feb 16, 2021 11:10:37 AM EST)

Question 30

3.6.7: WALL THICKNESS: Will the City accept a nominal wall thickness of 0.170" for the 95-gal carts and 0.150" for the 35- and 65-gal carts? Critical wear point spec is met for all carts. (Submitted: Feb 22, 2021 4:08:21 PM EST)

Answer

- Yes (Answered: Feb 22, 2021 5:02:54 PM EST)

Question 31

3.6.12: AIR VENT: Does the City have a preference on the placement of the air vents? (Submitted: Feb 22, 2021 4:09:08 PM EST)

Answer

- No (Answered: Feb 22, 2021 5:02:54 PM EST)

Question 32

3.2. CONTAINER SIZE AND CAPACITY: If the proposed cart meets all applicable ANSI standards for container measurements, if it acceptable for the measurements to be +/-5% of the numbers listed in the chart? (Submitted: Feb 22, 2021 4:11:13 PM EST)

Answer

- Yes (Answered: Feb 22, 2021 5:02:54 PM EST)

Question 33

WHEEL SIZE: To allow the 65- & 95-gal wheel inventory to be interchangeable, will the City accept 10" wheels on the 95-gal carts? (Submitted: Feb 22, 2021 4:12:36 PM EST)

Answer

- Yes (Answered: Feb 22, 2021 5:02:54 PM EST)

Question 34

3.10.3: Understanding a bar code is not required, will the City adjust the verbiage in this section to remove reference to the bar code? (Submitted: Feb 22, 2021 4:14:14 PM EST)

Answer

- No (Answered: Feb 22, 2021 5:02:54 PM EST)

Question 35

3.12.5: IML SIZE: Will the City accept our standard size IML of 9" x 9.5" for the 65- and 95-gal carts, and 3.5" x 9.5" for the 35-gal carts? (Submitted: Feb 22, 2021 4:16:54 PM EST)

Answer

- No (Answered: Feb 22, 2021 5:02:54 PM EST)

Schaefer Systems International, Inc.

Bid Contact **Travis McAlister**
travis.mcalister@ssi-schaefer.com
Ph 704-944-4500

Address **1021 Westlake Dr**
Charlotte, NC 28273

Supplier Code 00016422

Bid Notes **Colors and artwork will match current Schaefer cart supply (unless artwork changes are required). We are bidding our latest model carts to offer the City the best possible pricing. Spec sheets and ANSI testing reports are attached for the cart models bid.**

Completed Addendum 1 and parts price list is attached to line 1. Please reach out with any questions you may have.

Item #	Line Item	Notes	Unit Price	Qty/Unit		Atch.	Docs
12492-813-01-01	35 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label	Supplier Product Code: USD 35B - Pepsi Blue Supplier Notes: Spec sheet & ANSI testing reports attached. Completed Addendum 1 & parts price list also attached.	First Offer - \$36.48	300 / each	\$10,944.00	Y	Y
12492-813-01-02	65 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label	Supplier Product Code: USD 65M - Pepsi Blue Supplier Notes: Spec sheet & ANSI testing reports attached.	First Offer - \$44.72	8040 / each	\$359,548.80	Y	Y

12492-813-01-03	96 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label	Supplier Product Code: USD 95Q - Pepsi Blue Supplier Notes: Spec sheet & ANSI testing reports attached.	First Offer - \$55.47	450 / each	\$24,961.50	Y	Y
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12492-813-01-04	65 Gallon Garbage Cart - Black	Supplier Product Code: USD 65M - Black	First Offer - \$43.75	14070 / each	\$615,562.50	Y	
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12492-813-01-05	96 Gallon Garbage Cart - Gray	Supplier Product Code: USD 95Q - Gray	First Offer - \$53.51	600 / each	\$32,106.00	Y	
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12492-813-01-06	96 Gallon Vented Yard Waste Cart - Green	Supplier Product Code: USD 95Q - Green	First Offer - \$54.08	6500 / each	\$351,520.00	Y	
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Supplier Total **\$1,394,642.80**

Schaefer Systems International, Inc.

Item: **35 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label**

Attachments

USD35B_ANSI_Testing_Reports.pdf

SSI_35B_Cart.pdf

12492-813_-_Addendum_1.pdf

Parts Pricing.pdf

City of Fort Lauderdale

Strong and Associates, LLC

12492-813

Professional Consultants

16 June 2016

Our laboratory has examined the ANSI Z245.30-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers – Safety Requirements and also the ANSI Z245.60-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers – Compatibility Dimensions. We have also examined the ANSI Z245.1-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment – Safety Requirements.

We see no changes in those documents over previous ANSI standards that would affect the results of the tests that we have performed under previous ANSI standards.

We therefore certify that the results for the Schaefer Systems International, Inc. waste containers, which we tested under previous ANSI tests also comply with the most current ANSI standards -- Z245.1-2008, Z245.30-2008 and Z245.60-2008.

Respectfully submitted



A. Brent Strong

8254 Creative Place Sandy, Utah 385/695-9696

City of Fort Lauderdale
TESTING REPORT

12492-813

DATE: 9 February 1999

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. - Model USD 35B

TEST: **SLOPE STABILITY**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245/SC3 N14 (September 23, 1998) requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60 establishes dimensional requirements for the cart.

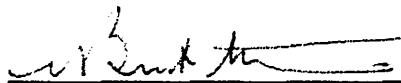
TEST PROCEDURE (Meets the requirements of ANSI Z245/SC3 N14):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245/SC3 N14 and Z245.60 standards since non-movement in three orientations is met.



A. Brent Strong
Professor of Manufacturing
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. – Model USD35B

TEST: DURABILITY DURING PULLING

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60 establishes dimensional requirements for the cart.


TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	Axle and wheels still in very good condition.
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.


A. Brent Strong
Professor, Manufacturing Engineering and Technology
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No change
520	No change

SUMMARY: No significant damage was seen and so the cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.



A. Brent Strong
Professor, Manufacturing Engineering
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer USD - 35 gallon size

TEST: LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60 establishes dimensional requirements for the cart.

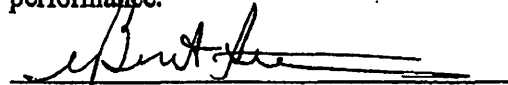
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage throughout the test

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.


A. Brent Strong
Professor, Manufacturing Engineering
Brigham Young University, 265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. – Model USD35B

TEST: **CENTER OF BALANCE POSITION**

TEST DESCRIPTION: To determine the height of the handle of a tow-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

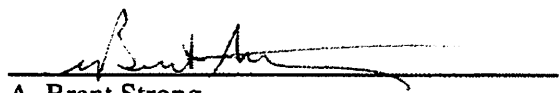
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to loaded with a standard load. (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity.)
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 30.25 inches.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.


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435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.


TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1° slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2^\circ$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 17.0 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.


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TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. – Model USD35B

TEST: LID TEST

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60 establishes dimensional requirements for the cart.

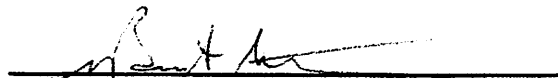
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.



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TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. – Model USD35B

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 38.2 gallons with lid.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.



A. Brent Strong
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City of Fort Lauderdale
TESTING REPORT

12492-813

DATE: 27 January 1999

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD 35B

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

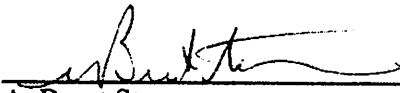
MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. In one set of tests, the bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding. In another set of tests no brace is used.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening - front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	33 mph	48 mph	48 mph

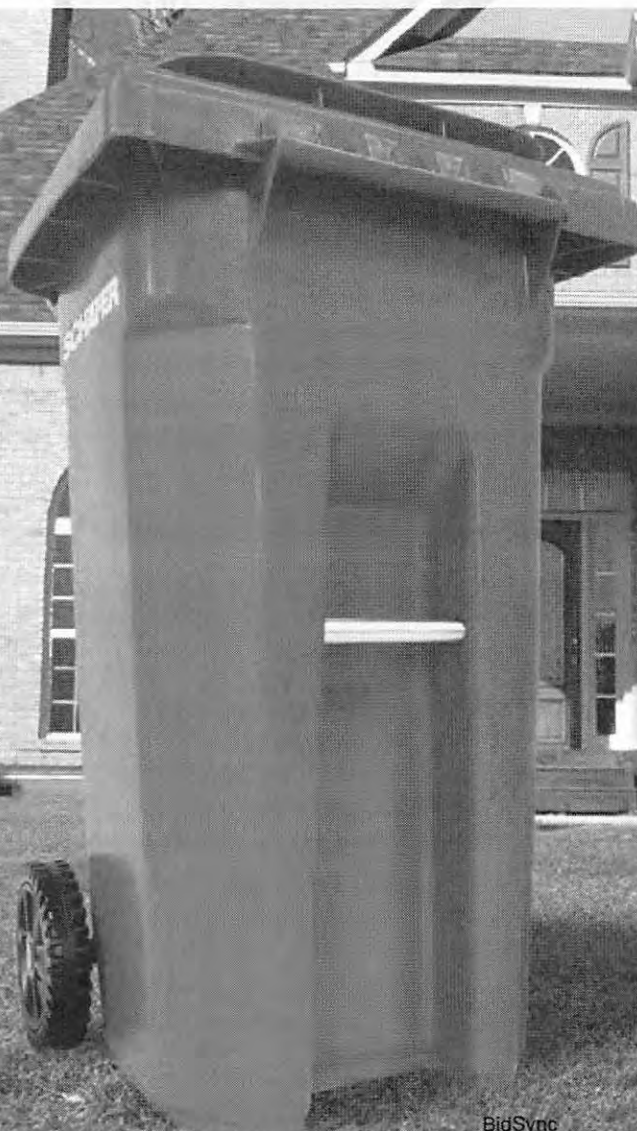

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Provo, UT 84602

35-GALLON B SERIES ROLLOUT CART

Collect great reviews from a cart you trust with proven decades of service.

SCHAEFER delivers the durability you need with features your customers want. Keep your customers loyal and let SCHAEFER make your cart program a success.

schaeferwaste.com



SSI SCHAEFER

Exhibit 3

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CAM #23-0259

Exhibit 1

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p. 19



BODY

- Non-slip, textured finish on corners for grabber traction
- Smooth surface inside and out for easy cleaning

- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility



BAR / UPPER ATTACHMENT

- Rotating retention bar for less stress on cart body
- Highly durable, in-molded bar supports
- Extra wall thickness in bar area for durability
- Reinforced, in-molded upper attachment for cart tippers
- In-molded support ribs for added strength



LIDS / HANDLES

- Overlapping lip for rain protection
- Inside dripping rim to seal in odors
- 270° lid opening

- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions

WHEELS & AXLES

- 7/8" solid wheel axle made of tempered, rolled and Zinc Chromate steel
- Lubricated maintenance free bearings
- Durable HDPE wheels for easy rolling motion

BOTTOM

- In-molded toe hold to ease tilting of loaded cart
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
USD 35B	38.2	35.8	22.8	22.3	8	125 lbs.	1008

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

INJECTION MOLDED MANUFACTURING, MANAGED ASSEMBLY & DISTRIBUTION, AND COMPREHENSIVE FLEET SERVICES

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid



BLUE
CL.BLU.1



NAVY
CL.NVY.1



GREEN
CL.GRN.1



DARK GREEN
CL.DGN.1



BROWN
CL.BRN.1



DARK BROWN
CL.DBN.1



GRAY
CL.GRY.1



BLACK
CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

Proud supporters of:



www.schaeferwaste.com

Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART

BidSync



Exhibit 3
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CAM #23-0259

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Exhibit 1
Page 90 of 142



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB No. 12492-813

TITLE: Refuse and Recycling Carts, Semi-Automatic

ISSUED: February 5, 2021

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

1. Regarding Question 6:

- QUESTION 6: 3.6.16 For reference would the City be so kind as to provide a current picture of the cart and lids?

- ANSWER: See below





City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

2. Regarding Question 15: Vendor submitted the following question and chart on page 3:

- *QUESTION 15: 3.11 – In order to collect participation data, the City would need to purchase RFID readers for the collection vehicles. These read the RFID tags in the carts as the trucks collect the carts. The hardware for this is a fixed cost and also has some monthly cellular and service fees that would be included. In section 3.4 the city has the right to vary from the initial estimated carts being ordered. That said, Would the City consider either breaking out the RFID hardware and supporting cellular & software costs OR commit to a reasonable volume so the vendors can spread the costs out over the carts? An example of this would be: emailed to: Lplatkin@ftfortlauderdale.gov (954)-828-5138 on 2/5/21 (Submitted: Feb 5, 2021 6:46:57 AM EST)*

- **ANSWER:**

We are not purchasing readers for collection vehicles

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: Schaefer Systems International, Inc.
(please print)

Bidder's Signature: 

Date: 3/1/2021

Prices For Carts					
Item	Unit Quantity per year (estimate)	Price per unit (does not include resin escalator)	Total Price Year 1 – Year 3 resin escalator will apply as approved	Total Price Optional Year 4 resin escalator will apply as approved	Total Price Optional Year 5 resin escalator will apply as approved
		current resin price .60/lb			
Recycling 95	112/year	See next column	\$55.47	\$55.47	\$55.47
Recycling 65	1000/year	See next column	\$44.72	\$44.72	\$44.72
Recycling 35	112/year	See next column	\$36.48	\$36.48	\$36.48
Garbage 95	250/year	See next column	\$53.51	\$53.51	\$53.51
Garbage 65	2500/year	See next column	\$43.75	\$43.75	\$43.75
Yard Waste 95	1500/year	See next column	\$54.08	\$54.08	\$54.08

If all vendors use CDI Chemical Data Index / all price fluctuations will be based off of the Unit price and will be consistently adjusted no matter who the award goes to.

Prices For RFID Collection Data Tracking					
Item	Number of Collection Trucks Please Only include the number of trucks you want participation data from	Price per Unit	Total Price		
RFID Readers (installation included)	Number needed will be provided	\$4,200	TBD		

Prices for RFID Verification Software					
Item	Number of Trucks or Users	Monthly Cost	Cost per year 1-3	Cost to renew year 4	Cost to renew Year 5
Cellular Fees	Any	\$60	N/A	N/A	N/A
Desktop Access (Users)	No limit	N/A	\$6,500*	\$6,500*	\$6,500*

Prices for Work Order & Inventory Management Handheld			
Item	Number of Users Please Only include the number of users you would like to perform tasks related to cart maintenance and inventory Management	Price per Unit	Total Price
Handheld or Phone	Any	\$950	TBD

Prices for Work Order and Inventory Mangement					
Item	Number of Users	Monthly Cost	Cost per year 1-3	Cost to renew year 4	Cost to renew Year 5
Cellular Fees (If phones/handhelds must be provided)	Per Handheld	\$60	N/A	N/A	N/A
License Fee	Any	N/A	\$3,600*	\$3,600*	\$3,600*
Desktop Users	Any	N/A	\$3,600 is total annual subscription fee for standalone Asset Management software		

*Full WISTAR subscription (\$6,500/yr) includes desktop access for Service Verification and Asset Management. If no truck readers are ordered meaning Service Verification is not required, the City will only need the \$3,600/yr subscription plan for access to WISTAR Asset Management (inventory & work order management).

ITEM	UNIT PRICE
Lid - 95-gal	\$9.60
Lid axle - 95-gal	\$1.76
Lid axle end cap - 95-gal	\$0.75
10" plastic wheel	\$3.20
Wheel axle for 10" wheels	\$4.80
Lid - 65-gal	\$8.80
Lid axle - 65-gal	\$1.76
Lid axle end cap - 65-gal	\$0.75
10" plastic wheel	\$3.20
Wheel axle for 10" wheels	\$4.80
Lid - 35-gal	\$8.80
Lid axle - 35-gal	\$1.76
Lid axle end cap - 35-gal	\$0.75
8" plastic wheel	\$2.40
Wheel axle for 8" wheels	\$3.20
Replacement lower bar with pins/rivets	\$5.00

Schaefer Systems International, Inc.

Item: **65 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label**

Attachments

USD65M_Testing_Reports.pdf

SSI_65M_Cart.pdf

City of Fort Lauderdale

Strong and Associates, LLC

12492-813

Professional Consultants

16 June 2016

Our laboratory has examined the ANSI Z245.30-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers – Safety Requirements and also the ANSI Z245.60-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers – Compatibility Dimensions. We have also examined the ANSI Z245.1-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment – Safety Requirements.

We see no changes in those documents over previous ANSI standards that would affect the results of the tests that we have performed under previous ANSI standards.

We therefore certify that the results for the Schaefer Systems International, Inc. waste containers, which we tested under previous ANSI tests also comply with the most current ANSI standards -- Z245.1-2008, Z245.30-2008 and Z245.60-2008.

Respectfully submitted



A. Brent Strong

8254 Creative Place Sandy, Utah 385/695-9696

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon -USD 65M

TEST: LID TEST

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-2006 and ANSI Z245.30-2008 the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

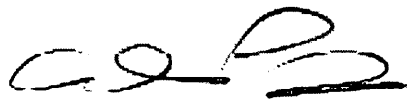
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds (36 kg) with a surface area diameter round of 8 inches (20.3 cm) is placed on the lid of the cart.
3. The test is to be conducted at room temperature (78 °F).
4. Weights should remain in place for a minimum of 15 minutes.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006.



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TESTING REPORT

DATE: 14 August 2017
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 65-gallon (USD 65M)

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1 % slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted. When pulling, the direction is in the direction of tipping movement.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 31 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.



A. Brent Strong
Professor (Emeritus), Manufacturing Engineering Tech
Brigham Young University

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon- USD 65M

TEST: CENTER OF BALANCE POSITION

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30 and ANSI Z245.30-2008, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

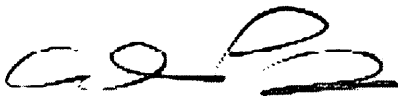
TEST PROCEDURE (Meets the requirements of ANSI Z245.30 and ANSI Z245.30-2008):

1. The cart is loaded with a standard load (225.75 lb). (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

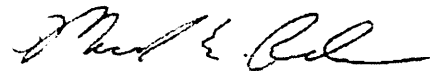
TEST RESULTS:

The results are: Average = 30.24 inches

SUMMARY: The cart passed the ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006 standards.



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TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5gallon- USD 65M

TEST: SLOPE STABILITY

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope.

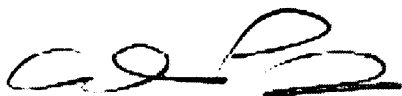
MINIMUM PERFORMANCE STANDARD: ANSI Z245.30-2006 and ANSI Z245.30-2008 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

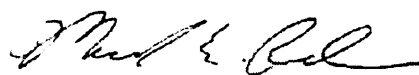
1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved into position with no portion of the cart overhanging the edge of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material is to occupy at least 70% of the capacity of the cart.

TEST RESULTS:	Orientation	Result
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded lbs.)	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006 standards since non-movement in three orientations is met.



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TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon- USD 65M

TEST: VOLUMETRIC LOADING CAPACITY

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006 and ANSI Z245.30-2008. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

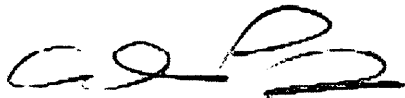
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59 °F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 64.5 gallons. The lid had a capacity of 2.4 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006.



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Mark Benden
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TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon -USD 65

TEST: DURABILITY DURING PULLING (CURB TEST)

TEST DESCRIPTION: This test determines whether the Cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 and ANSI Z245.30-2008 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the Cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. The Cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart (225.75 lb.).
2. Using the Cart's handles, the loaded cart is pulled off a curb. The curb height is to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height is to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (78 °F).

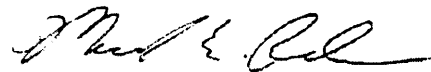
TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance.



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TESTING REPORT

DATE: 10 November 2015
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: Schaefer 64.5 gallon -USD 65M

TEST: DIMENSIONAL REQUIREMENTS TEST

TEST DESCRIPTION: This test determines whether the Cart's designed and manufactured in accordance with dimensional requirements listed below.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.60-2008 requires that the trash cart shall be designed and manufactured in accordance with dimensional requirements. ANSI Z245.60-2008 establishes dimensional requirements for the Cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.60-2008):

1. The empty trash cart is placed on a smooth, level, horizontal surface.
2. Measure the size of the container.
3. The temperature to be normal room temperature (78 °F).

TEST RESULTS:

<u>Dimension</u>	<u>Specification</u>	<u>Actual size</u>	<u>Description</u>
a	Min: 32-1/2 in (825 mm) Max: 33-1/2 in (851 mm)	33 inch	Height of lowest point of UAE above the ground
c	Min: 14-1/2 in (368 mm) Max: 15-1/4 in (387 mm)	14-7/8 inch	Shortest distance between bottom surface of upper attachment detail and top surface of bottom attachment detail
d	7 inch (178 mm)	Meets criteria for no protrusion zone	Distance between bottom of UAE and bottom of No Protrusion Zone "step"
e	Max: 2-1/2 in (65 mm)	3/4 inch	Distance between outer surface of UAE and outer surface of container No Protrusion Zone
f	Max: 1-1/4 in (32 mm)	1 inch	Horizontal width of BE cross-section
g	Max: 1-1/2 in (38 mm)	1 inch	Vertical height of BE cross-section

TESTING REPORT

DATE: 10 November 2015

h	Min: 1 in (25 mm) Max: 2-1/4 in (57 mm)	1-3/4 inch	Distance between rear vertical plane of upper attachment point and container surface
j	Min: 1/2 in (13 mm) Max: 1-1/2 in (38 mm)	1 inch	Distance between rear vertical plane of lower attachment point (bar) and container surface
k	Min: 1/2 in (13 mm)	2-7/8 inch	Distance between front plane of UAE and front plane of BE (also known as "draft")
l	Min: 8 in (203 mm)	10 inch	Width of upper attachment point
m	Min: 5 in (127 mm)	6 inch	Width of lower attachment point
n	Max: 1/2 in (13 mm)	1/2 inch	Distance between front plane of BE and outer container surface
p	Min: 1-7/8 in (48 mm)	5-3/8 inch	Clearance between top of lower attachment point recess area and top of BE
l -(minus) m	Max: ≤ 6 in (152 mm)	4 inch	Difference between upper attachment width and lower attachment (bar) width

SUMMARY: The cart passed the ANSI Z245.60-2008 standards.



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TESTING REPORT

DATE: 14 October 2015
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: Schaefer 65 gallon – USD 65M

TEST: LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

TEST LIFTER: Perkins 6080C. The lifter grabs the Schaefer Can by the recessed lip and the lifter dumps at a 45 degree angle while securing the lower latch bar.

MINIMUM PERFORMANCE STANDARD: ANSI standards Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

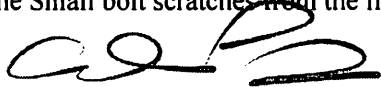
1. The test is conducted at room temperature.
2. A standard Perkins semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame that allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart. (For nominal 95 gallon carts, the load is 300 pounds.)
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage — cart operates satisfactorily

SUMMARY:

The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.
 The Small bolt scratches from the lifter are visible on each side of the lower catch bar.



Adam W. Pickens PhD, MPH
 Assistant Professor
 Texas A&M School of Public Health

TESTING REPORT

DATE: 14 October 2015
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: Schaefer 65 gallon – USD 65M

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

TEST LIFTER: Perkins D6120. The lifter arms grab the Schaefer Can by the body, squeezes the can and dumps the load at a 45 degree angle.

MINIMUM PERFORMANCE STANDARD: ANSI standards Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard Perkins automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame that allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart. (For nominal 95 gallon carts, the load is 300 pounds.)
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

Cycles	Comments on Performance
520	No significant damage – cart operates acceptably

SUMMARY:

No significant damage was seen and so the cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.

The can warped slightly during test, but bounce back after a few minutes.



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 Assistant Professor
 Texas A&M School of Public Health

TESTING REPORT

DATE: 29 Dec 2015
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: Schaefer 65 gallon – 65M (rubber-tired wheels)
 TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

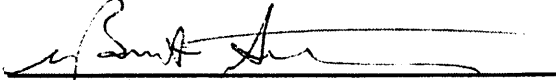
1. The A2 wind tunnel located in Mooresville, North Carolina, was used for the test. To ensure that this test was consistent with previous wind tunnel tests done at Brigham Young University, a cart previously tested at BYU was also tested at A2. The results were identical within experimental error.
2. Position the cart in the steady-state region of the flow stream, that is, away from the zone directly in front of the outlet.
3. The cart was placed on a low table to ensure that it was vertically within the main flow region.
4. The cart was blocked against a brace to prevent the cart from rolling or sliding.
5. The wind velocity was raised in small increments and the maximum air speed in the immediate vicinity of the cart was monitored using a certified volometer.
6. The air velocity to tip the cart was determined.
7. Test cart in three orientations toward the wind direction – front, side and back. The cart was tested 3 times in each orientation. The average wind speed is reported.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart*	32 mph	38 mph	35 mph

* Unless noted, the lid lifting either did not occur or occurred simultaneously with cart tipping

SUMMARY: The cart was stable in moderate to high winds.



A. Brent Strong
 Professor (Emeritus), Engineering and Engineering Technology
 Brigham Young University

TESTING REPORT

DATE: 29 Dec 2015
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: Schaefer 65 gallon – 65M (blow-molded wheels)
 TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

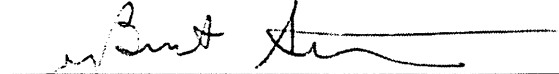
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6. The air velocity to tip the cart was determined.
7. Test cart in three orientations toward the wind direction – front, side and back. The cart was tested 3 times in each orientation. The average wind speed is reported.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart*	30 mph	38 mph	33 mph

* Unless noted, the lid lifting either did not occur or occurred simultaneously with cart tipping

SUMMARY: The cart was stable in moderate to high winds.



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 Professor (Emeritus), Engineering and Engineering Technology
 Brigham Young University

65-GALLON M SERIES ROLLOUT CART

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For over 40 years, SCHAEFER has provided municipalities, government agencies, and private haulers with a complete line of quality products, innovative solutions, and on-time delivery.

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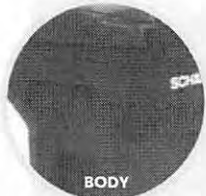
Exhibit 3

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CAM #23-0259

Exhibit 1

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BODY

- Non-slip, textured finish on corners for grabber traction
- Smooth surface inside and out for easy cleaning

- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility



BAR / UPPER ATTACHMENT

- Rotating retention bar for less stress on cart body
- Highly durable, in-molded bar supports
- Factory installed

- Extra wall thickness in bar area for durability
- Externally housed lift bar for leak-proof body
- Integrated, reinforced upper attachment for semi-automated lifters
- Meets all ANSI standards



LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lip for rain protection
- Inside dripping rim to seal in odors

- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic 2" x 5" lift handles for easy opening

WHEELS & AXLES

- Solid axle of tempered, rolled and Zinc Chromate steel
- Lubricated maintenance free bearings
- Durable HDPE wheels for easy rolling motion
- 3/4" wheel axle

BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
USD 65M	41.5	39.1	24.4	27.5	10	230 lbs.	847

ANSI Z245.30 and ANSI Z245.60 Approved, ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

INJECTION MOLDED MANUFACTURING, MANAGED ASSEMBLY & DISTRIBUTION, AND COMPREHENSIVE FLEET SERVICES

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid



BLUE
CL.BLU.1



NAVY
CL.NVY.1



GREEN
CL.GRN.1



DARK GREEN
CL.DGN.1



BROWN
CL.BRN.1



DARK BROWN
CL.DBN.1



GRAY
CL.GRY.1

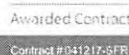
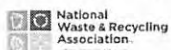


BLACK
CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

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Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART

BidSync



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CAM #23-0259

Exhibit 1

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Schaefer Systems International, Inc.

Item: **96 Gallon Recycling Cart - Pepsi Blue with in Mold Lid Label**

Attachments

SSI_95Q_Cart.pdf

ANSI Testing Reports_95Q.pdf

95-GALLON Q SERIES ROLL OUT CART

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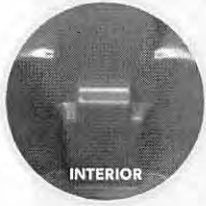
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BODY

BODY / BAR

- Non-slip, textured finish on corners for grabber traction
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility
- Reinforced wall thickness in critical wear areas
- Externally housed lift bar for water-tight leak-proof body
- Rotating retention bar for less stress on cart body



INTERIOR



UPPER ATTACHMENT

UPPER ATTACHMENT

- Integrated, reinforced upper attachment for semi-automated lifters
- Highly durable, in-molded bar supports
- Meets all ANSI standards



LIDS

LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lid design with integral moisture barrier lip
- Inside dripping rim to seal in odors

- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic lift handles for easy opening



QUICK RELEASE

WHEELS & AXLES

- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Lubricated maintenance-free bearings



WEAR STRIP

BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order#	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
USD 95Q	43.2	40.7	28	32.1	10/12	333 lbs.	793

ANSI Z245.30 and ANSI Z245.60 Approved, ISO 9001 Certified, Truckload quantity based on 53' trailer. Measurements in inches.

**INJECTION MOLDED MANUFACTURING,
MANAGED ASSEMBLY & DISTRIBUTION,
AND COMPREHENSIVE FLEET SERVICES**

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid



BLUE
CL.BLU.1



NAVY
CL.NVY.1



GREEN
CL.GRN.1



DARK GREEN
CL.DGN.1



BROWN
CL.BRN.1



DARK BROWN
CL.DBN.1



GRAY
CL.GRY.1



BLACK
CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

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CAM #23-0259

Exhibit 1
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p. 43

TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **DIMENSIONAL REQUIREMENTS**

TEST DESCRIPTION: Cart manufacturers are required to design and manufacture their carts to meet the standard dimensions set out in ANSI Z245.60 to ensure that the carts will be compatible with the lifters.

MINIMUM PERFORMANCE STANDARD: This cart has been designated as complying with both Type B and Type G dimensional requirements. (For explanations and illustrations of the dimensions, refer to ANSI Z245.60)

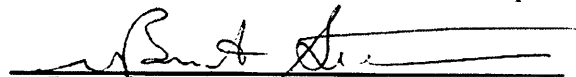
Type B Containers

<u>Dimension</u>	<u>Specification</u>	<u>Measurement</u>
a	Min: 32-1/2 in Max: 33-1/2 in	33-1/4 in
c	Min: 14-1/2 in Max: 15-1/4 in	14-1/2 in
d	7 in	7 in
e	Max: 2-1/2 in	2-1/2 in
f	Max: 1-1/4 in	1-1/4 in
g	Max: 1-1/2 in	1-1/4 in
h	Min: 1 in Max: 2-1/4 in	1-1/4 in
j	Min: 1/2 in Max: 1-1/2 in	3/4 in
k	Min: 1/2 in	1/2 in
l	Min: 8 in	9 in
m	Min: 5 in	6 in
n	Max: 1/2 in	1/2 in
p	Min: 1-7/8 in	3-1/4 in
l-m	Max: <6 in	3 in

Type G Containers

<u>Dimension</u>	<u>Specification</u>	<u>Measurement</u>
A	Min: 15 in	15 in
B	Min: 20 in Max: 35 in	24 in

TEST RESULTS: All dimensions meet specifications



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Professor (Emeritus), Manufacturing Engineering, Brigham Young University
 Founder and CEO, Strong and Associates, LLC
 8254 Creative Place
 Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **STANDARD LOAD**

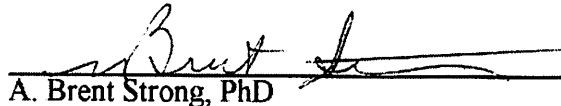
TEST DESCRIPTION: The standard load for a cart shall be the maximum load weight at which the cart is rated. The standard load shall be achieved by using granular or pelletized polyethylene, either loose or in bags each weighing five kilograms, or any medium which is non-hygroscopic and occupies at least 70 percent of the cart volume.

MINIMUM PERFORMANCE STANDARD: ANSI 245.30 specifies that the rated load weight is related to the volume of the container. Cart minimum rated load weight shall be 2 lb/gal. Maximum rated load rate shall be 3.5 lb/gal.

Designated volume of cart = 95 gal.

Calculated maximum load = 333 lb.

TEST RESULTS: Loaded weight (regrind polyethylene), as weighed = 333 lb (occupying ~80%)



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Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **SLOPE STABILITY**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30-2006 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope.

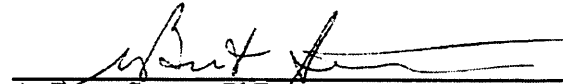
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006-2006):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material is to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded lbs)	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards since non-movement in three orientations is met.



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 8254 Creative Place
 Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **CENTER OF BALANCE POSITION**

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

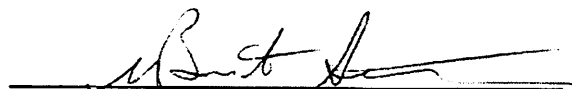
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 32.6 inches

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards.



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TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-2006, the force must not exceed 120 pounds force. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

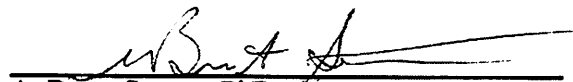
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load is to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1E slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2^\circ$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 80 pounds.

SUMMARY: The cart met the ANSI Z245.30-2006 and Z245.60-2006 standards.


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TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **LID TEST**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-2006, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

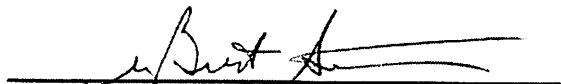
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006 and Z245.60-2006.


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TESTING REPORT

DATE: 21 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006-2006. ANSI Z245.60-2006-2006 establishes dimensional requirements for the cart.

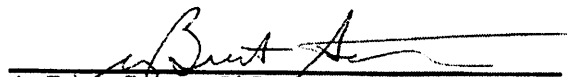
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined) and placed on a scale.
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent. (This was done by weighing the large container with water and the empty cart and taking a tare weight. Then adding water to the cart until it is just full and then reweighing.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 96 gallons. The lid had a capacity of 2 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006-2006 and Z245.60-2006-2006.


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TESTING REPORT

DATE: 21 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: DURABILITY DURING PULLING (CURB TEST)

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

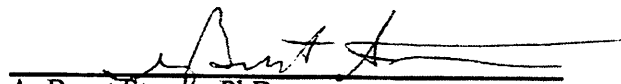
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. The loaded cart is pulled/pushed off a curb. The curb height is to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height is to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance.


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TESTING REPORT

DATE: 21 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation.

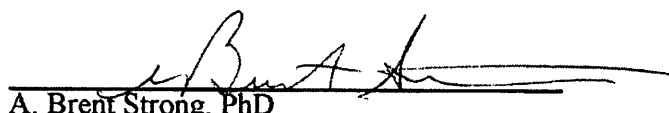
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard semi-automated lifting mechanism is used.
3. The cart is loaded with the maximum standard weight as defined in the standard.
4. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter.
5. The lifter is activated to lift the cart fully and this action is repeated 520 times.
6. An empty cart is lifted to the full height so that the catching mechanism is activated and this procedure is repeated 520 times.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage — cart operates satisfactorily

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.



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TESTING REPORT

DATE: 22 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

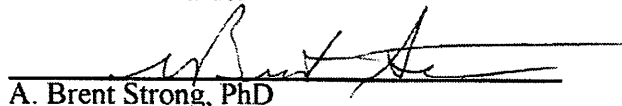
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard automated lifting mechanism is used.
3. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
4. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted. The cart is set down onto a concrete surface and is fully released from the lifter. This cycle is repeated 520 times.
5. Inspections are made whenever any change is noticed and after every 100 lifts.
6. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage – cart operates acceptably

SUMMARY: No significant damage was seen and so the cart passed the ANSI Z245.30 and Z245.60 standards.


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TESTING REPORT

DATE: 20 August 2019
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

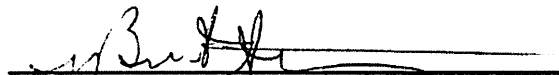
1. A large wind tunnel used for testing vehicles was used.
2. Position the cart within the unobstructed stream of air.
4. The bottom of the cart is placed against a 6-inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer. Wind speeds were measured adjacent to the cart.
6. Measure the air velocity to tip the cart.
7. Test cart in three orientations toward the wind tunnel opening – front, side and back.
8. The procedure was performed using blow-molded plastic wheels.

TEST RESULTS: Wind speed to tip the cart*

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Plastic wheels	36 mph	37 mph	42 mph

* Measured adjacent to the cart

SUMMARY: The cart was stable in moderate to high winds.



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DATE: 20 August 2019
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 PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

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TEST PROCEDURE:

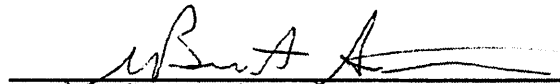
1. A large wind tunnel used for testing vehicles was used.
2. Position the cart within the unobstructed stream of air.
4. The bottom of the cart is placed against a 6-inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer. Wind speeds were measured adjacent to the cart.
6. Measure the air velocity to tip the cart.
7. Test cart in three orientations toward the wind tunnel opening – front, side and back.
8. The procedure was performed using plastic hubs with rubber-tired wheels.

TEST RESULTS: Wind speed to tip the cart*

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Rubber-tired wheels	37 mph	45 mph	53 mph

* Measured adjacent to the cart

SUMMARY: The cart was stable in moderate to high winds.



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**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

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.

CAM #21-0349

Exhibit 3

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CAM #23-0259

Exhibit 1

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

PART III. BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as a warranty for faithful

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed prior to termination of the contract.

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.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

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

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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

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

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

QUESTIONNAIRE

Please Print or Type:

- 1. Provide three references, other than the City of Fort Lauderdale, for which you have performed similar services.**

Company Name: Hillsborough County, FL
Address: 332 N Falkenburg Rd., Tampa, FL 33619
Contact Name: Evelyn Ocampo
Telephone: (813) 663-3290
Email: ocampoe@hillsboroughcounty.org

Company Name: Lauderdale County, AL
Address: 5100 Hwy 157 N, Florence, AL 35633
Contact Name: Tom Smith
Telephone: (256) 760-5878
Email: tsmith@lauderdalecountyal.gov

Company Name: City of Columbia, SC
Address: 2910 Colonial Dr., Columbia, SC 29203
Contact Name: John Hooks
Telephone: (803) 545-3830
Email: jphooks@columbiasc.net

- 2. Number of years of experience the firm has had in providing similar services:** 30 Years
- 3. Have you ever failed to complete work awarded to you? If so, where and why?**
No
- 4. List appropriate licenses as issued by Broward County.**
None; will comply as required if licenses are needed
- 5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.**
Same personnel the City current works with will be available: Regional Sales Manager, Sales Support Rep & Bid/Contract Manager. Should escalation be required, our Customer Service Manager and VP, WTD are always available. Our manufacturing operation is supported by 400+ individuals with 3 senior level managers. No subcontractors participation is required.
- 6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.**
Schaefer is a private, family owned company is a strong financial position. We manufacturer over 2 million carts per year and constantly produce carts for multiple projects during the same time period.

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

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

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

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

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Brett Belda
Authorized Signature

Brett Belda, VP, WTD
Print Name and Title

3/1/2021
Date

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.

Brett Belda
Authorized Signature

VP, WTD
Title

Brett Belda
Name (Printed)

3/1/2021
Date

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

- | | | |
|-----|--|---|
| (1) | Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (5) | Business Name | requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (6) | Schaefer Systems International Inc
Business Name | is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration. |

BIDDER'S COMPANY: **Schaefer Systems International Inc**

AUTHORIZED PERSON:	COMPANY	Bre Belda	VP, WTD
		PRINTED NAME	TITLE
SIGNATURE:	Bre Belda	DATE:	3/1/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **ITB # 12492-813**

Project Description: **Refuse and Recycling Carts, Semi-Automatic**

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: **Schaefer Systems International Inc**

Authorized Company Person's Signature: **Brett Belda**

Authorized Company Person's Title: **VP, WTD**

Date: **3/1/2021**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) **Schaefer Systems International Inc** EIN (Optional):

Address: **10021 Westlake Dr**

City: **Charlotte** State: **NC** Zip: **28273**

Telephone No.: **704-944-4500** FAX No.: **704-588-0862** Email: **travis.mcalister@ssi-schaefer.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **45**

Total Bid Discount (section 1.05 of General Conditions): **0**

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	2/5/2021				

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

3.6.11: Wheel axles are not interchangeable for the 65- & 95-gal carts, but the 10" plastic snap-on wheels are.

3.9.6: Orders must be placed by the truckload since pricing includes freight. Mixed loaded are acceptable.

3.12.5: Our standard 9" x 9.5" in-mold label is offered for the 65- & 95-gal carts, and 3.5" x 9.5" for the 35-gal carts.

3.12.6: City must deplete supply of in-mold labels on hand before changing to a new design.

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:

Brett Belda
Name (printed)

Brett Belda
Signature

3/1/2021
Date

VP, WTD
Title

Revised 4/28/2020



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L 5/13/2021

Today's Date: 4/28/21

DOCUMENT TITLE: Agreement for Refuse and Recycling Carts, Semi-Automatic between COFL and Schaefer Systems International, Inc.

COMM. MTG. DATE: 4/20/21 CAM #: 21-0349 ITEM #: CP-1 CAM attached: ☒ YES ☐ NO

Routing Origin: _____ Router Name/Ext: Glynis Action Summary attached: ☐ YES ☒ NO

CIP 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.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/28/21

RMH
Attorney's Name

[Signature]
Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna/Aimee L Date: 4/30/2021

3) City Manager's Office: CMO LOG # Apr-78 Document received from: 4-30-21

Assigned to: CHRIS LAGERBLOOM ☐ CHRIS LAGERBLOOM as CRA Executive Director ☐
TARLESHA SMITH ☐ GREG CHAVARRIA ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 5-3-21

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO

7) City Clerk: Scan original and forwards 1 originals to Claudette Rose (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO/Dept.

TM# 21-1211