Bid Tabulation Packet
for
Solicitation 873-11862

Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge

Bid Designation: Public

City of Fort Lauderdale

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Bid #873-11862 - Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge

Creation Date	**Dec 12, 2016**	End Date	**Jan 19, 2017 2:00:00 PM EST**
Start Date	**Dec 16, 2016 2:02:11 PM EST**	Awarded Date	**Not Yet Awarded**

873-11862--01-01 Grits, Rags, & Solids â€“ **Pre-Treatment Roll-off per Haul**

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Merrellbros., Inc.	First Offer - $0.00	130 / each	$0.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Waste Pro of Florida	First Offer - $1,050.00	130 / each	$136,500.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Panzarella Waste & Recycling Services **[Ad]**	First Offer - $1,388.00	130 / each	$180,440.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** To Whom It May Concern, The information provided below should be applied to Bid #873-11862 in the event an alternative hauling and disposal plan is required. We have been notified there is a limit on this type of material due to the operational problems it may cause. If we are notified by WM, they are unable to take this material for a period of time; we will need to submit alternative pricing for hauling and disposal. We have taken this possibility into consideration and have provided an alternative plan. Please see the Alternate Plan Option below and attached in the uploaded documents of this bid. â€¢ Current Disposal Plan Option: 1. The prices bid on the â€œItem Response Formâ€ are to be hauled to WM Okeechobee Landfill, distance 110 miles. a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Alternate Disposal Plan Option: 1. Omni Progressive/Waste Connections Landfill, St. Cloud, FL 34773, distance 176 miles. a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Disposal Rate for Alternative Plan Option: 2. Hauler rate per 20 yard container - $ 1,545.00 3. Disposal rate per ton: $35.00			

873-11862--01-02 Grits, Rags, & Solids â€“ **Pre-Treatment Roll-off per Ton Disposal**

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Merrellbros., Inc.	First Offer - $0.00	430 / ton	$0.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Panzarella Waste & Recycling Services **[Ad]**	First Offer - $62.85	430 / ton	$27,025.50	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** To Whom It May Concern, The information provided below should be applied to Bid #873-11862 in the event an alternative hauling and disposal plan is required. We have been notified there is a limit on this type of material due to the operational problems it may cause. If we are			

		notified by WM, they are unable to take this material for a period of time; we will need to submit alternative pricing for hauling and disposal. We have taken this possibility into consideration and have provided an alternative plan. Please see the Alternate Plan Option below and attached in the uploaded documents of this bid. â€¢ Current Disposal Plan Option: 1. The prices bid on the â€œItem Response Formâ€ are to be hauled to WM Okeechobee Landfill, distance 110 miles. a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Alternate Disposal Plan Option: 1. Omni Progressive/Waste Connections Landfill, St. Cloud, FL 34773, distance 176 miles. a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Disposal Rate for Alternative Plan Option: 2. Hauler rate per 20 yard container - $ 1,545.00 3. Disposal rate per ton: $35.00			
Waste Pro of Florida	First Offer - $85.00	430 / ton	$36,550.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

873-11862--01-03 Sludge per Ton

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Pro of Florida	First Offer - $0.00	32500 / ton	$0.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Waste Pro chooses to no bid the sludge hauling and disposal portion of the Bid.			
Merrellbros., Inc.	First Offer - $59.73	32500 / ton	$1,941,225.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Synagro	First Offer - $84.00	32500 / ton	$2,730,000.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Waste Pro of Florida $173,050.00 (3/3 items)

Bid Contact **Tim Bowers**
tbowers@wasteprousa.com
Ph 954-967-4200

Address **17302 Pines Blvd.**
Pembroke Pines, FL 33029

Agency Notes: **Supplier Notes:** **Head Attch:**

f Merrellbros., Inc. $1,941,225.00 (3/3 items)

Bid Contact **Lori Jackson**
lori@merrellbros.com
Ph 574-699-7782

Address **8811 W 500 N**
Kokomo, IN 46901

Agency Notes: **Supplier Notes:** **Head Attch:**

Synagro		$2,730,000.00	(1/3 items)
Bid Contact	**Mary DeBottis** **jazclark@synagro.com** **Ph 443-489-**9166 **Fax 443-489-9042**	Address	**435 Williams Court** **Suite 100** **Baltimore, MD 21220**
Agency Notes:		**Supplier Notes:**	
Panzarella Waste & Recycling Services **[Ad]**		$207,465.50	(2/3 items)
Bid Contact	**albert panzarella** **apanzarella@panzarellawaste.com** **Ph 877-720-**9594	Address	**4581 Weston Road #314** **Weston, FL 33331**
Agency Notes:		**Supplier Notes:**	

**

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Waste Pro of Florida

Bid Contact **Tim Bowers**
tbowers@wasteprousa.com
Ph 954-967-4200

Address **17302 Pines Blvd.**
Pembroke Pines, FL 33029

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
873-11862--01-01	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Haul	**Supplier Product Code:**	**First Offer -** $**1,050.00**	130 / each	**$136,500.00**	**Y**	**Y**
873-11862--01-02	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Ton Disposal	**Supplier Product Code:**	**First Offer -** $**85.00**	430 / ton	**$36,550.00**		**Y**
873-11862--01-03	Sludge per Ton	**Supplier Product Code: Supplier Notes:** Waste Pro chooses to no bid the sludge hauling and disposal portion of the Bid.	**First Offer -** $**0.00**	32500 / ton	**$0.00**		**Y**

Supplier Total **$173,050.00**

Waste Pro of Florida

Item: Grits, Rags, & Solids â€“ **Pre-Treatment Roll-off per Haul**

Attachments

Waste Pro Proposal Bid 873-11862.pdf

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City Fort Lauderdale

Laurie Platkin
City Hall
Procurement Services Division
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

Bid # 873-11862
Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge

Due Date:
January 19, 2017 at 2:00 p.m.

Submitted By:
Waste Pro of Florida, Inc.
3101 NW 16th Terrace
Pompano Beach, Florida 33064
Office Phone # 954-282-6800
Office Fax# 954-623-6041
Contact: Tim Bowers,
tbowers@wasteprousa.com
Cell Phone: 305-970-1010

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Section 1

Operations Plan

Operations Plan for Fort Lauderdale
Hauling and Disposal-WWT Grits, Rags and Solids Only
Solicitation 873-1162

Waste Pro is the fastest growing Solid Waste collection company in the Southeastern United States, and is nowhere more prevalent than Broward, Miami-Dade and Palm Beach Counties. From 2011-2016, Waste Pro has successfully transitioned WWT services in five (5) municipalities: 1-City of Miramar, 2-City of Pembroke Pines , 3-City North Lauderdale, 4-City of West Palm Beach, 5- Palm Beach County have all contracted with Waste Pro.

Waste Pro demonstrated its expertise in transitioning the WWT services by formulating a comprehensive business plan necessary to accomplish such a feat. Waste Pro has created the following comprehensive **Operations Plan for the City of Fort Lauderdale** to provide the safest, most efficient services while protecting the health and welfare of its residents and environment. This Operations Plan is composed of the following sections:

I. **Operations Plan Open Top 20 Cubic Yard Containers**
II. **Customer Service Plan**
III. **On Board Technology and Communication Devices**

I. OPERATIONS PLAN OPEN TOP 20 CUBIC YARD CONTAINERS

CONTAINERS-Waste Pro will remove, transport and dispose of WWT grits, rags and solid wastes from the City's facilities in twenty (20) cubic yard open top containers. Waste Pro will supply all containers, container tarps and cover to insure safe and productive hauling. All material shall be disposed of in a manner that complies with all federal state and local regulations. Waste Pro will be fully responsible for the transportation, treatment and final disposal of all material in compliance with applicable laws.

Waste Pro will pick up full containers within 24 hours of notification from the City and drop off an empty container when removing the full container. Waste Pro will clean up any material spilled or discarded at our expense and in accordance with all applicable laws and regulations. Waste Pro will take the opportunity to stage empty containers at City locations with City approval.

TRUCKS

All WWT wastes will be serviced by three roll off trucks- Two (2) **2014 Mack GU813 roll off truck chassis with Galbreath hoist and one (1) 2016 Kenworth T880** roll off truck chassis with Galfab hoist.

COLLECTION SCHEDULE

Prior to the start of the contract a Waste Pro contact representative will visit all City locations to inform them of the change in service companies. If possible we will work with site managers to scheduled collections days. If specific collection days cannot be set and the service must be on call, contact and scheduling procedure information will be exchanged so that the service can be scheduled on an as needed basis.

All collections will be made as required and will be conducted in a manner which limits noise and disturbance. Drivers will be required to open and close all enclosures and locking mechanisms. All roll off collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. Employees are not released for duty until they have met all Waste Pro Way standards and a check list is signed off by the Division Manager ensuring that the employee understands the expectations and service level requirements. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

GARAGE AND MAINTENANCE FACILITY

Waste Pro will service the City of Fort Lauderdale from our fully equipped operations center at 3101 NW 16th Terrace, Pompano Beach, FL 33064. Waste Pro acquired this location in August of 2014. The operating facility is located in Northwest Pompano Beach, in close proximity to the main arteries of Powerline and Sample Roads.

The garage is fully equipped with six (6) truck maintenance service bays; a Compressed Natural Gas fueling station with 30 active pumps and the capacity to add an additional 30 more; a staff of four (4) fully trained truck mechanics (at current capacity); one (1) mechanics helper and all equipment necessary to maintain a fleet of over 60 front line waste removal trucks and support vehicles. This location also houses a dispatch operations center and administrative office. Residential Carts and Commercial Container storage and maintenance are also performed at this location.

DESIGNATED WASTE WATER TREATMENT MATERIAL DISPOSAL FACILITY

Waste Pro will deliver all WWT solid waste materials generated and collected in Fort Lauderdale to the Waste Management, Inc. owned Okeechobee Landfill located at 10800 NE 128th Avenue, Okeechobee, FL. This site is has been approved by the United States Environmental Protection Agency and the State of Florida Department of Environmental Protection.

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II. CUSTOMER SERVICE PLAN

Waste Pro is committed to being the "Distinguishable Difference" in serving the City Fort Lauderdale. Our management and customer service teams are dedicated to Customer service and we have a proven track record as our current customers and municipalities will attest. We strive to have zero complaints and treat each customer on an equal and fair basis.

All customer complaints, compliments and requests will be handled by our Customer Service Center staff in our Pompano Beach Operations Center. A non-toll telephone service line will be available for the City to contact Waste Pro. The telephone service will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturday. Supervisory staff will be available 24 hours daily by cell phone should the City need to contact Waste Pro for scheduling service at off hours.

Waste Pro is proactive in the education of our employees and we will provide them with the knowledge and tools to give the absolute best and most courteous service to your WWT service needs.

All customer service requests are handled by the Roll Off Dispatcher in our Pompano Beach Customer Service Center. Our Roll Off dispatcher and Customer Service Staff are prepared to manage English and Spanish speaking customers. A non-toll telephone service line will be available for the City Staff to Contract our Roll Off Dispatcher directly without going through another telephone lines. The telephone service will be staffed from 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00a.m. to 2:00 p.m. on Saturday. Supervisory staff will be available 24 hours daily by cell phone.

Waste Pro is proactive in the education of our employees and we will provide them with the knowledge and tools to give the absolute best and most courteous service to your area.

trac EZ.

TRAC EZ-Waste Pro's method to 100% complaint resolution within 24 hours

TRAC EZ is an on-line web based system that was created and designed to help municipalities like Fort Lauderdale and Waste Pro to provide greater control and communication services to their residents. Streamlining and offering "Real Time" communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.

All complaints, compliments or service requests are logged into our **TRAC-EZ** system and attached to the customer's account by our dispatchers and customer service reps. Any calls that come in when the local office is closed will be entered into **TRAC-EZ** within two hours after the office opens the next operating day.

- Because all parties have access to this online program so Fort Lauderdale staff and Waste Pro can access the information simultaneously to resolve issues or retrieve information. Additional benefits of this TRAC-EZ include:
- We provide this tracking system at no cost to the municipality through the http://www.tracezonline.com website. This site allows the City Staff and Waste Pro supervisors to track any issues from the time they are registered to the time they are resolved.
- We can provide the City with customized reports for all issues and they will have full access to our tracking system through TRAC EZ. ***See sample report at end of this section.***
- Easy comparison of information by the day, week, month and year
- Limits the follow up telephone calls because all parties are using the system. No expensive equipment is necessary for implementation. Login to the website is all that needs to be done.
- Our system also allows us to add notes from the drivers such as "container blocked".
- We track our service history and also have the ability to attach pictures to account. The City would also have access to these photos.

Customer Service is a priority with Waste Pro. It is at the core of our business and we have proven to our customers that we are the **"Distinguishable Difference".**

III. On Board Technology and Communication Devices

On Board Technology-Third Eye System-Cameras & GPS System

Waste Pro's fleet of collection trucks spends most of its time on the road. Truck drivers need to know their routes so they can effectively navigate the streets, and run their routes efficiently and safely. This is where fleet tracking comes into play. With the combination of the **3rd Eye Camera** System and GPS tracking, vehicle monitoring for garbage/recycling trucks, will give both Waste Pro and the City the tools they need to properly serve the City of Fort Lauderdale.

GPS vehicle tracking for collection vehicles provides real-time and historical information, allowing the garbage/recycling business to maximize efficiency. This system also minimizes travel times between routes and collection centers, which reduces fuel costs and on-road travel times. The safety-conscious garbage/recycling company can monitor speeds and driver behavior helping to ensure neighborhood children are not at risk. The **3rd Eye Camera** system will allow drivers to take pictures of service related issues and share this information to effectively resolve customer service issues.

Waste Pro has already implemented the **3rd Eye System** in Broward County. The Fort Lauderdale service vehicles would be equipped with this equipment and the residents and City staff would realize the benefits of this system. The program features are:

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FEATURES

- Real-time view of fleet using any web enabled device: desktop, mobile device or tablet
- Historical views of trucks up to 6 months after routes/trips for residential, multifamily and commercial services
- Stores collection event date, time and latitude and longitude coordinates
- Bread Crumb trail replay of all historical routes
- Service verification; receive notifications of predetermined geo located customers
- Geo Locate service areas on the maps
- Series of Video Cameras mounted inside vehicle will provide HD video clips
- Dispatch a new vehicle when one is broken down
- Ensure that drivers are held accountable for their whereabouts while on the job
- Handle customer disputes with real-time information about where vehicles are
- Keep customers satisfied with prompt service and safe driving habits
- Send specialty vehicles to the right locations for large item pickups

Employees working for Waste Pro are now held accountable for each trip they take with scheduled stops and more efficient routes. Waste Pro has seen a higher level of customer service due to the GPS device's ability to confirm employee visits. The daily activities and tasks are entered into the GPS device, which includes unique software specifically designed for Waste Pro. This database includes scheduled routes with detailed maps and tasks entered for assigned vehicles.

Improved Customer Service is the bottom line. Waste Pro is better able to accurately predict arrival times for our customers resulting in satisfied customers. We will create a win-win situation for our municipalities and residents. Our customers are sure to have a favorable overall experience when doing business with our company.

On Board-Communication Devices

Truck -Nextels

All Waste Pro trucks are equipped with Nextel handheld units which facilitate immediate communication with the base customer service office. Waste Pro is convinced that excellent customer service to our customers is our biggest asset. When customers call our office with issues it is essential that we have immediate contact with the driver to meet customer needs.

Field Supervisors Communication-Smart Phone, Tablets and Laptops

Our field supervisors are equipped with laptops/tablets, Nextel Units and/or Smart Phone devices so that all communications are in real time. This allows City Staff and Customer Service real time access to Field Supervisors to immediately resolve any concerns that our customers may have.

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Section 2

References

Section 2-Waste Pro Waste Water Treatment Hauling References

City of Miramar Waste Water Treatment
City of Miramar
Ralph Trapani
Solid Waste Manager
13900 Pembroke Road
Miramar Pines, FL 33022
Phone: 954-243-6377 rtrapani@midramarfl.gov
Dates of Service: 2011 to Present

City of Pembroke Pines Waste Water Treatment
City of Pembroke Pines
Frank Ortis
Mayor
13975 Pembroke Road
Pembroke Pines, FL 33027
Phone: 954-244-4477 fortis@ppines.com
Dates of Service: 2013 to Present

Palm Beach County Waste Water Treatment
Hagen Ranch-Southern Region
David Dalton
Plant Manager
12751 Hagen Ranch Road
Boynton Beach, FL 33437
Phone: 561-381-5305 email: ddalton@pbcwater.com
Dates of Service: 2015 to Present

West Palm Beach Waste Water Treatment Facility
East Central Regional WWT Facility
Jeremy Covey
Facility Manager
4375 Easley Drive
West Palm Beach, FL 33402
Phone: 561-835-7400 jcovey@wpb.org
Dates of Service: 2014 to Present

City of North Lauderdale Waste Water Treatment
Jack Brady
Mayor
701 SW 71st Avenue
North Lauderdale, FL 33068
Phone: 954-724-7056 jbdrady@nlauderdale.org
Dates of Service: 2012 to Present

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SECTION 3

Required Forms

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Section 3.1

Fort Lauderdale License for Essential Municipal Services

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City of Fort Lauderdale

Venice of America

PUBLIC WORKS DEPARTMENT ♦ SUSTAINABILITY DIVISION

License for Essential Municipal Services

This is to certify that the private refuse collector named below, having met all the requirements prescribed by the City of Fort Lauderdale Code of Ordinances, Chapter 24, Article III – Private Collection Services; and having executed a contract with the City of Fort Lauderdale attesting to same, is hereby granted a License for Essential Municipal Services.

This certificate duly licenses the private refuse collector to operate within the corporate limits of Fort Lauderdale from the date of issuance for three calendar years, providing all pertinent City Ordinances, rules and regulations are adhered to, as well as other commitments, as stipulated by contractual agreement.

Waste Pro of Florida, Inc.
2101 West State Road 434
Longwood, Florida 32779

20074	09/19/2016	09/18/2019	Melissa Doyle
License #	*Issue Date*	*Expiration Date*	*Melissa Doyle, Program Manager*

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Section 3.2

Certificate of Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/07/2016

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

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

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

105058554-upl-ALLPO-15-16

INSURED
Waste Pro USA Inc. and its subsidiaries
2101 W SR 434
Suite #305
Longwood, FL 32779

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : LM Insurance Corporation	33600
INSURER C : Lexington Insurance Company	19437
INSURER D : North American Specialty Ins	29874
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-004010387-02 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2-621-093780-105	11/22/2015	11/22/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			AS2-621-093780-095	11/22/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / OCCUR			018423515	11/22/2015	11/22/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA562D093780045 (AOS)	11/22/2015	11/22/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		"See Attached"			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Umbrella			EXS200006702	11/22/2015	11/22/2016	Limits: xs of $5,000,000	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: ITB 643-11289
City of Fort Lauderdale is an Additional Insured with respects General liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Juan Hernandez Juan Hernandez

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AGENCY CUSTOMER ID: 105058554
LOC #: Lauderdale

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Waste Pro USA Inc. and its subsidiaries 2101 W SR 434 Suite #305 Longwood, FL 32779
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation (FL)

Carrier: LM Insurance Corporation
Policy number: EW562N093780055 (FL)
Effective Date: 11/22/2015
Expiration Date: 11/22/2016
Limits: Employers Liability: $1,000,000
Sir: $500,000

Contractor's Pollution Liability:

Carrier: AIG Specialty Insurance Company
Policy Number: PLC23063207
Dates: 01/01/2016 - 01/01/2017
Limits: $5,000,000
Deductible: $250,000

Storage Tank Liability Limit: $1,000,000

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PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

105058554-upl-ALLPO-15-16

INSURED
Waste Pro USA Inc. and its subsidiaries
2101 W SR 434
Suite #305
Longwood, FL 32779

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : LM Insurance Corporation	33600
INSURER C : Lexington Insurance Company	19437
INSURER D : North American Specialty Ins	29874
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-004010386-02 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2-621-093780-105	11/22/2015	11/22/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			AS2-621-093780-095	11/22/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / OCCUR			018423515	11/22/2015	11/22/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA562D093780045 (AOS)	11/22/2015	11/22/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		"See Attached"			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Umbrella			EXS200006702	11/22/2015	11/22/2016	Limits: xs of $5,000,000	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid: 343-11406; Roll-Off Dumpster Service.
The City is an Additional Insured with respects liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Juan Hernandez Juan Hernandez

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AGENCY CUSTOMER ID: 105058554
LOC #: Lauderdale

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434 Suite #305 Longwood, FL 32779
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation (FL)

Carrier: LM Insurance Corporation
Policy number: EW562N093780055 (FL)
Effective Date: 11/22/2015
Expiration Date: 11/22/2016
Limits: Employers Liability: $1,000,000
Sir: $500,000

Contractor's Pollution Liability:

Carrier: AIG Specialty Insurance Company
Policy Number: PLC23063207
Dates: 01/01/2016 - 01/01/2017
Limits: $5,000,000
Deductible: $250,000

Storage Tank Liability Limit: $1,000,000

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WASTE PRO®
Caring For Our Communities®

Section 3.3

Broward County Business Tax Receipt

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: WASTE PRO

Receipt #: 326-7619
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRASH HAULING)

Owner Name: JOHN JENNINGS
Business Location: 17302 PINES BLVD
PEMBROKE PINES
Business Phone: 772-595-9390

Business Opened: 01/22/2009
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		30		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

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THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

JOHN JENNINGS
17302 PINES BLVD
PEMBROKE PINES, FL 33029

Receipt #01A-15-00007500
Paid 08/15/2016 150.00

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Section 3.4

Florida Department of State Certification

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State of Florida
Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 16, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2017

Ken Detzner

Secretary of State

Tracking Number: CC1206638088

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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ATTACHMENT "B"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **ITB # 873-11862**

Project Description: **Hauling and Disposal of WWT Grit, Rags and Sludge**

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: **Waste Pro of Florida, Inc.**

Authorized Company Person's Signature: **Russell Mackie**

Authorized Company Person's Title: **Regional Vice President**

Date: **1/18/2017**

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

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

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

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

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

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

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

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

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

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

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

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

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

NAME	RELATIONSHIPS
-	
NONE	NONE

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

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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

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

Please indicate which credit card payment you prefer:

☐ Master Card

☑ Visa Card

Company Name: **Waste Pro of Florida, Inc.**

Russell Mackie Name (Printed)	**Russell Mackie** Signature
1/18/2017 Date:	**Regional Vice President** Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) _____ Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) **Waste Pro of Florida, Inc.** Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: **Waste Pro of Florida, Inc**

AUTHORIZED COMPANY PERSON:	**Russell Mackie**	**Russell Mackie**	**1/18/2016**
	NAME	SIGNATURE	DATE

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) **Waste Pro of Florida, Inc.**

Address: **3101 NW 16th Terrace**

City: **Pompano Beach** State: **FL** Zip: **33064**

Telephone No. **954-282-6800** FAX No. **954-241-4200** Email: **rmackie@wasteprousa.com**

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: **30**
Total Bid Discount **(section 1.05 of General Conditions)**: **0.00**
Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**: MBE ☐ WBE ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	**12-20-16**	**3**	**12-28-16**	**5**	**01-09-2017**
2	**12-28-16**	**4**	**12-30-2016**		

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

NONE

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:

Russell Mackie	**Russell Mackie**
Name (printed)	Signature
1/18/17	**Regional Vice President**
Date:	Title

PART II, ITEM 06. OPTIONAL EQUIPMENT PURCHASE

The City currently owns nine (9) 20cy Roll-off containers which may be purchased by Contractor for use under this contract. Contractor shall inspect containers prior to providing pricing and will accept container condition as is. City shall not be responsible for any warranties, repairs or replacement of containers. City reserves the right to decline Contractor purchase offer.

Lot Price for all nine (9) 20cy Roll-off containers: $ **2,700.00**

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. **873-11862**
TITLE: **Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge**

ISSUED: (12-20-16)

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

1. **Part I, Section 29 –**
   INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS - solicitation **Now removed from**

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: **Waste Pro of Florida, Inc.**
(Please print)

Bidder's Signature: **Russell mackie**

Date: **12/30/2016**

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. 2

ITB No. 873-11862
TITLE: Hauling and Disposal of Waste Water Treatment
Grits, Rags, Solids and Sludge

ISSUED: (12/28/16)

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

1. In response to Question 7 - Attached Charts for Grits and Rags - Loads and Tons for Fiscal Years 2015 and 2016

	Rags-Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2014	4	14.92	2	24.78
November 2014	4	15.58	2	24.03
December 2014	5	17.18	3	27.73
January 2015	5	22.47	3	30.7
February 2015	4	17.74	2	25.07
March 2015	5	23.27	2	23.19
April 2015	4	21.76	2	23.41
May 2015	3	16.66	2	22.94
June 2015	3	16.39	2	23.61
July 2015	3	15.29	1	9.01
August 2015	4	18.33	1	9.74
September 2015	3	15.19	1	8.88

Total FY 2015	**47**	**214.78**	**23**	**253.09**

	Rags- Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2015	3	14.18	1	10.84
November 2015	3	19.05	0	0
December 2015	4	21.45	2	26.33
January 2016	3	16.44	3	40.68
February 2016	3	17.43	3	35.75
March 2016	4	23.15	3	29.84
April 2016	4	18.75	3	43.61
May 2016	3	15.7	2	25.07
June 2016	4	13.65	3	28.12
July 2016	3	15.47	2	21.58
August 2016	3	15.19	3	27.33
September 2016	4	16.24	2	18.31
Total FY 2016	**41**	**206.7**	**27**	**307.46**

All other terms, conditions, and specifications remain unchanged.

(Laurie Platkin)
(Procurement Specialist II)

Company Name: **Waste Pro of Florida, Inc.**
(please print)

Bidder's Signature: **Russell Mackie**

Date: **12/30/2016**

Merrellbros., Inc.

Bid Contact **Lori Jackson**
lori@merrellbros.com
Ph 574-699-7782

Address **8811 W 500 N**
Kokomo, IN 46901

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
873-11862--01-01	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Haul	**Supplier Product Code:**	**First Offer - $0.00**	130 / each	**$0.00**		**Y**
873-11862--01-02	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Ton Disposal	**Supplier Product Code:**	**First Offer - $0.00**	430 / ton	**$0.00**		**Y**
873-11862--01-03	Sludge per Ton	**Supplier Product Code:**	**First Offer - $59.73**	32500 / ton	**$1,941,225.00**	**Y**	**Y**

Supplier Total **$1,941,225.00**

Merrellbros., Inc.

Item: **Sludge per Ton**

Attachments

Ft. Lauderdale.pdf

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Merrell Bros., Inc.
8811 West 500 North
Kokomo, Indiana 46901

SURETY:
(Name, legal status and principal place of business)
The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076-3725

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

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

OWNER:
(Name, legal status and address)
City of Ft. Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, Florida 33301

BOND AMOUNT: 5% of Proposed Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Hauling & Disposal of WWT Grits, Rags, Solids & Sludge

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

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

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

Signed and sealed this 18th day of January, 2017

Lori Jackson
(Witness)

Amanda K Morris
(Witness)

Merrell Bros., Inc.
(Principal) Jerry Merrell *(Seal)*
(Title) C.F.O.

The Guarantee Company of North America USA
(Surety) *(Seal)*
(Title) Jennifer L. Salm, Attorney-in-Fact

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

Init.

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061110

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JENNIFER SALM

License Number : W175313

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

12/31/2013

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

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2015

ASSETS

Cash and Short-Term Investments	$ 52,709,033
Marketable Securities	145,082,101
Premium and Agents Balances (under 90 days)	3,727,495
Reinsurance Receivable on paid losses	2,517,537
Accrued Interest and Dividends	1,082,243
Other Assets	1,683,650
Total Admitted Assets	$206,802,059

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	$ 8,741,072
Unearned Premium Reserve	15,481,043
Accrued Expenses	2,040,120
Ceded Reinsurance Premiums Payable	2,739,108
Taxes, Licenses and Fees Payable	213,292
Net Deferred Tax Liability	1,524,277
Funds Held	6,068,366
Other Liabilities	441,403
Total Liabilities	$ 37,248,681

CAPITAL AND SUPLUS

Common Stock and Paid-In Capital	$144,020,970
Surplus	25,532,408
Total Policyholders' Surplus	$169,553,378
Total Liabilities, Capital and Surplus	$206,802,059

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2015.

Sworn to before me this 3rd day of March 2016.

Cynthia A. Takal
Notary

Cynthia A. Takal
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

Stephen C. Ruschak, President & COO

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Jennifer L. Salm, Amanda L. Morris, Nicole A. Laber, Katherine J. Scarberry, Nicholas J. Bertke, Jennifer L. Eddy, Debra Brummett, Lisa Dawson-Knight
Marsh & McLennan Agency LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18th day of January , 2017

Randall Musselman, Secretary

MERRELL BROS.
A Biosolids Management Corporation
• Liquid / Dry Land Application • Consulting • Off-Site Biosolids Storage • Lagoon/Pond Hydraulic Dredging
• State / Federal Reporting • Lagoon Surveying • Grease & Septage Disposal • Lagoon/Pond Mechanical Dredging
• Permitting • Digester and Lagoon Cleaning • Brown/Yellow Grease Recycling • Belt Press/Centrifuge Dewatering

I, Ted Merrell, 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.

Ted Merrell

Ted Merrell, Vice President

01.16.2017

Date

MERRELL BROS., INC.
8811 W. 500 N.
KOKOMO, IN 46901
E-mail: info@merrellbros.com
OFFICE: (800) 663-8830
FAX#: (574) 699-7478
WEB: www.merrellbros.com

Policy Number:

Date Entered:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2016

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

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

PRODUCER
cfd Group, Inc.
dba cfd Group
2704 S. Goyer Rd.
Kokomo, IN 46902

CONTACT NAME: Steve Collins
PHONE (A/C, No, Ext): (765)453-9600 FAX (A/C, No): (765)553-3603
E-MAIL ADDRESS: brad@cfdgroup-ins.com

INSURED Merrell Bros., Inc.
8811 W 500 N
Kokomo, IN 46901

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: General Casualty Ins. Co. of WI	
INSURER B: Zurich American Insurance Company	
INSURER C: Lloyd's of London	
INSURER D: Rockhill Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X		CCI 0577312	12/19/2016	12/19/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			CBA 0577311	12/19/2016	12/19/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			CCU 0577309	12/19/2016	12/19/2017	EACH OCCURRENCE	$10,000,000
D	[X] EXCESS LIAB CLAIMS-MADE			XS013947-00	12/19/2016	12/19/2017	AGGREGATE	$10,000,000
	DED [X] RETENTION $ 10,000						Each Occ./Agg.	$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWC 0577310	12/19/2016	12/19/2017	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Pollution/Prof.Liab.			PCC 4917770	12/19/2016	12/19/2017	Each Claim/Agg.	10,000,000
A	Rent/Borrow/Leased			CCI 0577312	12/19/2016	12/19/2017	Equipment/Ded.	500,000/1,000
C	Design Build/Prof.Lia			N164453	06/22/2016	06/22/2017	Each Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Fort Lauderdale is an additional insured with relation to the General Liability insurance.

CERTIFICATE HOLDER
City of Fort Lauderdale
Procurement Service Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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State of Florida
Department of State

I certify from the records of this office that MERRELL BROS., INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on September 22, 2008.

The document number of this corporation is F08000004107.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on February 5, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2017

Ken Detzner

Secretary of State

Tracking Number: CU6525666590

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ted Merrell

Co-Owner

27 YEARS EXPERIENCE operating and managing a professional Biosolids Management Company and promoting the beneficial reuse of biosolid materials.

Experience

1982 - Present

Chief Executive Officer, Merrell Bros., Inc.

- Purchase equipment
- Consult with farmers throughout the Midwest
- Manage day-to-day operations of multiple disposal facilities
- Develop and implement biosolids disposal programs
- Supervise and manage company labor force
- Supervise and manage applications and projects
- Solicit farmers for the beneficial reuse of biosolids
- Assist in all aspects of day-to-day management of company
- Handle farmer concerns and complaints
- Operate land application and biosolids processing equipment
- Work with agronomists and consultants on biosolids reuse projects
- Acquire Customer base

Functional Summary

Having been born and raised on a farm in Howard County, IN, I was taught the financial implications of time and asset management. This education has proven very applicable in managing people and a growing business. The lessons learned through farm life and the education that I received at Purdue University have given me the ability to apply economic principles to everyday management. This background certainly gives me the ability to express and communicate well with the farming community.

Affiliations

Purdue University Deans Advisory Council
Indiana Water Pollution Control Association
IWEA Residuals Management Committee
Water Environment Federation - Member
Upper Deer Creek Church - Deacon

Education

Associate Degree, Agricultural Economics 1980-1982
Purdue University, West Lafayette, IN

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (574) 699-7782 • Fax (574) 699-7478 • ted@merrellbros.com

Terry Merrell

Co-Owner

27 YEARS EXPERIENCE operating and managing a professional Biosolids Management Company and promoting the beneficial reuse of biosolid materials.

Experience

1982 - Present

Chief Financial Officer, Merrell Bros., Inc.

- Special Projects Manager
- Acquire customer base
- Perform many lagoon bank stabilization projects
- Overall management of all dewatering projects across the U.S.
- Manage day-to-day operations of multiple disposal facilities
- Develop and implement biosolids disposal programs
- Perform all aspects of accounting for the company
- Supervise employees and on-going projects
- Solicit farmers for the beneficial reuse of biosolids
- Assist in all aspects of day-to-day management of the company
- Handle farmer concerns and complaints
- Operate land application equipment
- Work with consultants and agronomists on biosolids reuse programs

Functional Summary

Being in charge of every aspect of managing a biosolids management company has given me valuable experience to solve almost every situation that may arise. Being involved in the handling and disposal of all types of wastes over the last 27 years I have learned what it takes to operate a successful and environmentally sound waste disposal business. The most important thing that I have learned is that it takes dedicated diligence to make sure that every aspect of running a business is implemented correctly and within the rules and regulations set forth by all permitting agencies.

Affiliations

Indiana Chamber of Commerce
Upper Deer Creek Church - Deacon
Upper Deer Creek Church - Sunday School Teacher
National Association of Waste Transporters

Education

Northwestern - 1978-1982

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (574) 699-7782 • Fax (574) 699-7478 • terry@merrellbros.com

Ryan Zeck

PROVIDING ACTIVE AND INTEGRAL OVERALL MANAGEMENT
by overseeing daily operations at Merrell Bros., Inc.

Experience

1997 - Present
Chief Operating Officer, Merrell Bros., Inc.

- Investigate prospective projects
- Consult farmers on nutrient management
- Develop land application programs for municipalities and industry
- Coordinate projects involving hauling and land application
- Supervise employees on job-site
- Management of divisional operations
- Overall management of lagoon cleaning projects
- Solicit farmers for potential land application sites
- Assist in day-to-day management of company
- Handle farmer concerns and inquiries
- Operate land application equipment

Functional Summary

Several factors have played a role in my position with Merrell Bros., Inc., including my farm background, college education, and hands-on experience. When dealing with farmers, experience and knowledge play a large and vital role in answering questions. Good public relations skills along with my background has allowed me to maintain a good working relationship with farmers and landowners in order to maintain a successful program of consulting and land application.

Affiliations

Indiana Water Pollution Control Association
Residuals Management Committee
Alabama Rural Water Association
Water Environment Federation
Upper Deer Creek Church - Deacon

Education

Bachelor of Science Degree, Agribusiness 1992-1996
Purdue University, West Lafayette, IN

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (574) 699-7782 • Fax (574) 699-7478 • ryan@merrellbr

Dustin Smith

ASSURING FUTURE GROWTH AND EFFICIENCY OF DAILY OPERATIONS by performing on-site project investigations and assisting in the day-to-day management of Merrell Bros., Inc.

Experience

2006-Present

Chief Business Development Officer, Merrell Bros., Inc.

- On-site project investigations for perspective projects
- Consult farmers on nutrient management
- Complete project management and oversight
- Coordination of projects involving hauling and land application
- Supervise employees on job-site
- Complete all state and federal reports
- Belt press and centrifuge dewatering manager
- Preparation of land application permits
- Assist in daily management of company
- Handle farmer concerns and inquiries
- Operate land application equipment
- Management of divisional operations

Functional Summary

The experience of owning and operating my own business has given me the passion to assist in the management and daily operations of Merrell Bros., Inc. Throughout these experiences I have developed skills that allow me to maintain good working relationships with clients, engineers, plant managers, farmers and landowners in order to develop successful and cost effective residual management programs.

Affiliations

Residuals Management Committee
Indiana Water Environment Association
Indiana Industrial Operators Association
Water Environment Federation

Education

Associate of Applied Science Degree, Design Technology 2003-2005
Ivy Tech Community College, Kokomo, IN

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (574) 699-7782 • Fax (574) 699-7478 • dsmith@merrellbros.com

Blake Merrell

FIRSTHAND EXPERIENCE IN MANY ASPECTS OF MERRELL BROS., INC. ensures an understanding of successful, cost effective, beneficial reuse options for biosolids materials.

Experience

2003-2011 **Part Time/Summer Help,** Merrell Bros., Inc.
2011-Present **Project Consultant,** Merrell Bros., Inc.

- On-site project investigations for perspective projects
- Consult agricultural managers and farmers on nutrient management
- Complete project management and oversight
- Coordination of projects to ensure efficiency
- Supervise and manage applications and projects
- Construction of new facilities or unique site needs
- Assist in daily management of company
- Handle concerns and inquiries from any party or organization
- Operate dewatering, land application and construction equipment
- Technical/computer equipment specialist

Functional Summary

Merrell Bros., Inc. is a family owned business I literally grew up in. As a youth I learned asset, people and time management. I was ingrained not only with the values of my family, but also the skill and experience needed to successfully accomplish any task the company performed. These experiences combined with the education I received from Purdue University, have allowed me to apply economic principles to sound management practices.

Affiliations

Indiana Water Environment Association
Alpha Gamma Rho Professional Agricultural Fraternity
Oakbrook Church, Kokomo, IN

Education

Bachelors of Science Degree, Agricultural Economics 2007-2011
Purdue University, West Lafayette, IN

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (765) 438-5299 • Fax (574) 699-7478 • blake@merrellbros.com

Brayden Merrell

FIRSTHAND EXPERIENCE IN MANY ASPECTS OF MERRELL BROS., INC. ensures an understanding of successful, cost effective, beneficial reuse options for biosolids materials.

Experience

Operations 2006-2013
Operations Supervisor 2013-present

- On-site project investigation for potential projects
- Management of day to day logistics of large residuals handling projects
- Supervise and manage applications and projects
- Operate dewatering, land application and heavy equipment
- Assist with soil and biosolids testing
- Complete project management and oversight

Functional Summary

I have had the opportunity to work within Merrell Bros. since I was a child. I have been able to experience a vast array of difficult situations first hand. The best lesson I have ever learned from those leading in front of me, is to simply "try harder." Learning from the values and work ethic of my father and uncle, I have been able to understand the concept of hard work. Through my experiences in athletics, Merrell Bros. and Purdue University, I am able to apply economic and ethical principles to successfully accomplish the various tasks and services our company provides. I am actively involved in project investigation, project research, and complete project management and oversight. My experience, competitiveness, and willingness to "try harder" gives me the tools to perform large and challenging projects.

Affiliations

Alpha Gamma Rho Professional Agricultural Fraternity
Crossroads Community Church, Kokomo, IN

Education

Bachelors of Science Degree, Agricultural Business Management
Purdue University, West Lafayette, IN
A comprehensive degree that emphasized the use of economics to understand the agricultural business environment and to provide quantitative support for decision making.

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (765) 438-6704 • Fax (574) 699-7478 • brayden@merrellbros.com

Karson Merrell

FIRSTHAND EXPERIENCE IN MANY ASPECTS OF MERRELL BROS., INC. ensures an understanding of successful, cost effective, beneficial reuse options for biosolids materials.

Experience

Operations 2008-2015
Project Consultant / Managerial Accountant 2015 - present

- On-site project investigation for potential projects
- Management of day to day logistics of large residuals handling projects
- Supervise and manage applications and projects
- Operate dewatering, land application and heavy equipment
- Assist with soil and biosolids testing
- Complete project management and oversight
- Cost Accounting Analysis
- Mergers and Acquisitions

Functional Summary

I have been involved with the company from an early age. I have been exposed to the different aspects of the company and learned the skills needed to manage a large project. Through my formal education at Purdue University, I have obtained a Masters of Science in Accounting. Learning from the values and work ethic of my father and uncle, I have been able to understand the concept and benefits of hard work. I am able to apply my years of experience in the field, my formal education and my strong work ethic to successfully accomplish the various and complex needs of the company and our customers. My experience and knowledge gives me the tools to accomplish large and challenging projects.

Affiliations

Indiana Water Environment Association
Alpha Gamma Rho Professional Agricultural Fraternity
Crossroads Community Church, Kokomo, IN

Education

Bachelors of Science Degree, Accounting and Management
Purdue University, West Lafayette, IN
A degree with two majors, that teaches the skills necessary to manage people as well as understand the finances and accounting of an organization
Masters of Science Degree, Accounting
Purdue University, West Lafayette, IN
An advanced degree that emphasized complex issues in taxation, accounting, business law, ethics and finance

8811 West 500 North • Kokomo, IN 46901
(800) 663-8830 • (765) 480-6964 • Fax (574) 699-7478 • karson@merrellbros.com

References

Client Name	State	Project Description	Contact Person	Contact Info
City of Childersburg	Alabama	Dredging / Dewatering	Dave Bechtel	205-853-6020
City of Mobile	Alabama	Dry Sludge Hauling/Land Application	Mike Sims	251-463-7042
City of Talladega	Alabama	Sludge Disposal	Terry Hanner	256-362-8186
City of Dillingham	Alaska	Dredging, Dewatering & Transportation	Steve Cropsey	907-842-3423
City of North Pole	Alaska	Lagoon Dredging/Dewatering/Belt Pressing	Bill Butler	907-488-8593
City of Seward	Alaska	Dredging, Dewatering & Transportation	Loren Leman	907-351-8683
City of St. Augustine	Florida	WWTP Biosolids Hauling Services	Dan Hendren	904-825-1045
JEA-Jacksonville	Florida	Residuals Hauling & Disposal	Robert Parks	904-665-4793
New Port Richey	Florida	Biosolids Transportation & Disposal	Roger Goodwin	727-841-4568
Orange County	Florida	Biosolids Removal, Transportation, Processing & Disposal	Perry Davis	407-836-5638
Pasco County	Florida	Centrifuge Dewatering, Biosolids Transport & Disposal	Taisha Sobers	813-929-2755
The Villages/CH2MHILL	Florida	Hauling & Disposal of Biosolids	Mike Green	321-984-0485
City of Salmon	Idaho	Dredging & Liquid Land Application	George Ambrose	208-756-3214
City of Macomb	Illinois	Lime/Sludge Removal	Dan Brown	309-833-2088
Town of Streator	Illinois	Land Application /Tank Cleaning	Greg Garbs	815-672-2653
Bowen Engineering	Indiana	Lagoon Dewatering/Cleaning/Disposal	Brian Stater	317-842-2616
Geist Reservoir	Indiana	Dredging / Disposal of Sediment	Mary Lou Carey	317-281-4725
City of Goshen	Indiana	Land Application of Liquid Biosolids	Dave Bates	574-534-5701
City of Indianapolis	Indiana	Canal Cleaning	Eric Gleissner	317-965-2092
Indianapolis Water Co.	Indiana	Water Residuals Disposal	David Frakes	317-859-6658
City of Lafayette	Indiana	Land Application/Digester Cleaning	Angie Andrews	765-476-4550
City of Richmond	Indiana	Land Application /Digester Cleaning	Larry Baker	317-983-7479
Ridinger Lake	Indiana	Dredging / Disposal of Sediment	Jodi Lozier	574-594-3433
Terre Haute WWTP	Indiana	Land Application /Lagoon Cleaning	Robert Elkins	812-232-6564
City of Thibodaux	Louisiana	Dredging, Dewatering & Transportation	Arthur Ostheimer	985-223-9254
City of Baltimore	Maryland	Lagoon Dredging/Belt Pressing	Ron Parks	410-396-6248
City of Hattiesburg	Mississippi	Lagoon Dredging, Dewatering, Transportation & Disposal	Bert Kuyrkendall	601-325-5335
City of St. Peters	Missouri	Lime/Sludge Removal	Russ Batzel	636-477-6600
City of Union	Missouri	Lagoon Dredging & Belt Pressing	Tim Graham	314-280-3322
Town of Lodge Grass	Montana	Dredging / Land Application	Todd Ryquist	406-247-7095
City of Denton	Nebraska	Lagoon Cleanout	Ray Schroeder	402-429-5145
City of Lincoln	Nebraska	Biosolids Transfer	Steve Crisler	402-441-7966
City of Henderson	Nevada	Dewatering/Hauling/Disposal	Alan Randall	702-267-2537
City of Cincinnati	Ohio	Biosolids Hauling	Barb Browne	513-477-2971
City of Dallas	Texas	Elm Fork WP: Dredging & Dewatering Lime Sludge	Cody McWhorter	972-322-5849
City of Dallas	Texas	Southside WWTP: Dredging & Dewatering	Wayne Barton	972-250-2727
City of Houston	Texas	Sludge Hauling & Disposal	Leo Weinberg	713-600-6820
City of Kennewick	Washington	Dredging, Dewatering & Transportation	Wade Bonds	509-585-4315
Town of West Hamlin	W. Virginia	Lagoon Dredging/Belt Pressing	Jeff Casto	304-767-1113

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has never failed to complete a project awarded to them.

Additional References Available Upon Request

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CURRENT FLORIDA PROJECTS LIST

Name	Address	Service Provided	Contract Sum	Contact	Phone	E-mail	Volume	Date Completed
City of Pasco County, FL	7530 Little Road Suite 205 New Port Richey, FL 34654	Dewatering, Transportation & Disposal	$4,647,000.00	Taisha Sobers	813-929-2755	tsobers@pascocountyfl.net	30,000 Tons Annually	Current
New Port Richey, FL	4730 Main Street New Port Richey, FL 34652	Biosolids Transportation & Disposal	$630,000.00	Roger Goodwin	727-841-4568	GoodwinR@cityofnewportrichey.org	7,000 Tons Per Year	Current
JEA-Jacksonville, FL	21 West Church Street Jacksonville, FL 32202	Residuals Hauling & Disposal	$1,200,000.00	Robert Parks	904-665-4793	parkrm@jea.com	17,000,000 Gallons 7,000 Tons	Current
City of St. Augustine, FL	75 King St. St. Augustine, FL 32084	WWTP Biosolids Hauling Services	$250,000.00	Dan Hendren	904-825-1045	dhendren@citystaug.com	4,500 Tons	Current
Orange County, FL	8100 Presidents Drive Orlando, FL 32809	Biosolids Removal, Transportation, Processing & Disposal	$2,975,000.00	Perry Davis	407-836-5638	Perry.Davis@ocfl.net	50,000 Tons	Current
The Villages, FL/ CH2MHILL	1415 Henry Ave. West Melbourne, FL 32904	Hauling & Disposal of Biosolids	$600,000.00	Mike Green	321-984-0485	Mike.Green@ch2m.com	12,000 Tons	Current

BidSync

City of Fort Lauderdale

873-11862

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A Biosolids Management Corporation

- Liquid / Dry Land Application
- State / Federal Reporting
- Permitting
- Consulting
- Lagoon Surveying
- Digester and Lagoon Cleaning
- Off-Site Biosolids Storage
- Grease & Septage Disposal
- Brown/Yellow Grease Recycling
- Lagoon/Pond Hydraulic Dredging
- Lagoon/Pond Mechanical Dredging
- Belt Press/Centrifuge Dewatering

EQUIPMENT LISTING

MERRELL BROS., INC. OWNS, MAINTAINS AND OPERATES A THOROUGH EQUIPMENT INVENTORY, ASSURING A QUALITY, TIMELY DELIVERY ON PROJECTS.

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LIQUID TERRAGATORS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2005	AG-CHEM 9105	7305/#27	LIQUID TERRA-GATOR	4365 Gals.
2005	AG-CHEM 9105	6805/#30	LIQUID TERRA-GATOR	
2004	AG-CHEM 9105	5105 / # 25	LIQUID TERRA-GATOR	4365 Gals.
2004	AG-CHEM 9105	5005 / # 24	LIQUID TERRA-GATOR	4365 Gals.
2004	AG-CHEM 9105	4004 / # 23	LIQUID TERRA-GATOR	4365 Gals.
2001	AG-CHEM 9105	2501 / # 20	LIQUID TERRA-GATOR	4365 Gals.
2000	AG-CHEM 9105	0100 / # 15	LIQUID TERRA-GATOR	4365 Gals.
2000	AG-CHEM 2505	5860 / # 17	LIQUID TERRA-GATOR	4365 Gals.
1999	AG-CHEM 2505	5809 / # 16	LIQUID TERRA-GATOR	4365 Gals.
1999	AG-CHEM 2505	5729/#29	LIQUID TERRA-GATOR	4365 Gals.
1998	AG-CHEM 2505	5478 / # 14	LIQUID TERRA-GATOR	4365 Gals.
1997	AG-CHEM 2505	5267 / # 12	LIQUID TERRA-GATOR	4365 Gals.
1997	AG-CHEM 2505	5177/#26	LIQUID TERRA-GATOR	4365 Gals.
PUMPS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2015	HYDRO	O968	POWER UNIT & TOOLBAR #5	
2017	HYDRO		POWER UNIT	
2015	NUHN	5120	LAGOON MIXER	
2015	THOMPSON	45TM	VACUUM PUMP	6 inch
2013	HOULE	PUMP 14/5274	SHORT LAGOON PUMP	
2013	HOULE	PUMP 15/5275	42' LAGOON PUMP	
2013	HOULE	1759	IDS GREASE TANK PUMP	
2013	HYDRO	O916	POWER & PUMP UNIT	
2013	HOULE	42 FT/5215	LAGOON PUMP	
2012	HYDRO	O911	HOSE REEL	
2012	HYDRO	O912	HOSE REEL	
2012	FLYGT	OO57	ELECTRIC FILTRATE PUMP	
2012	HOULE	8" KENNEWICK	PUMP	
2012	DODA	6807	BOOSTER PUMP	
2012	GODWIN	1012	TRASH PUMP	
2011	HOULE	6595	PUMP	
2011	GODWIN	1077	PUMP	
2011	GODWIN	1070	PUMP	4" ELECTRIC
2011	GODWIN	1071	PUMP	4" ELECTRIC
2011	GODWIN	1072	PUMP	4" ELECTRIC
2009	H & H	2025	DIGESTER PUMP	
2009	THOMPSON	6JSVE-089	VACUUM PUMP	6 inch
2009	THOMPSON	4744	PUMP	

PUMPS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2009	HOULE	42 FT/4617	LAGOON PUMP	
2009	HOULE	42 FT/4616	LAGOON PUMP	
2009	HOULE	42 FT/3984	LAGOON PUMP	
2008	HOULE	16 FT/1340	PIT PUMP	1,000 G/P/Min.
2008	GODWIN	OO81	PUMP	4" ELECTRIC
2006	GULF ATLANTIC	1297	DIGESTER PUMP	6 inch
2006	GODWIN	7039	WATER PUMP	4 inch
2002	GODWIN	225M	BOOSTER PUMP	10 inch
2001	HOULE	6 FT/50 HP/5038	ELECTRIC LAGOON PUMP	
1999	H&H	5957	DIGESTER PUMP	6 inch
1999	H&H	5851	DIGESTER PUMP	6 inch
2015	H&H	2376	PUMP	
1997	HOULE	AGITATION PUMP	PUMP	1,000 G/P/Min.
1997	H&H	5339	DIGESTER PUMP	6 inch
2015	HOULE/GEA	AGITATION PUMP	PUMP/5778	42 FT.
2005	FARMSTAR	800 HR	HOSE REEL	
1992	GORMAN-RUPP	2444	PRESSURE PUMP	
2014	GORMAN-RUPP		ARMY HIGH PRESSURE PUMP	
TRACTORS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2016	MASSEY	8737	TRACTOR	
2015	JOHN DEERE	2506	TRACTOR	6170
2014	CASE IH	8418	TRACTOR	MAGNUM 290
2012	MASSEY	8690/8056	TRACTOR	
2011	MASSEY	8680/2047	TRACTOR	
2009	CASE/IH	7408/Magnum 275	TRACTOR	275 H.P.
	JOHN DEERE	7800/8570	TRACTOR	2WD
2005	JOHN DEERE	7700	TRACTOR	
2004	JOHN DEERE	8420/5704	TRACTOR	235 H.P.
2001	JOHN DEERE	8310/3926	TRACTOR	
2000	JOHN DEERE	8410/O148	TRACTOR	225 H.P.
1993	JOHN DEERE	7600/3727	TRACTOR	
1990	JOHN DEERE	4955/6646	TRACTOR	
1982	JOHN DEERE	4240/9822	TRACTOR	125 H.P.
1978	JOHN DEERE	4430/7575	TRACTOR	125 H.P.
1977	JOHN DEERE	4430/8761	TRACTOR	
1975	JOHN DEERE	4430/74H20	TRACTOR	135 H.P.
1973	JOHN DEERE	4430/1995	TRACTOR	125 H.P.

DRY BIOSOLIDS EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
1999	AG-CHEM/3104	3799/#18	DRY AG-GATOR	15 Yds.
1995	AG-CHEM 2505	4825/#10	DRY TERRA-GATOR	15 Yds.
1994	AG-CHEM 2505	4514/#8	DRY TERRA-GATOR	15 Yds.
1999	KNIGHT	1399	8030 SLINGER	
2009	KNIGHT	2233	SLINGER	
2014	KNIGHT	O156/#7	SLINGER	
2014	KNIGHT	OO74/#8	SLINGER	
1998	CASE	JJG0259084	BACKHOE	Backhoe
2008	CASE	4110	BACKHOE	
2016	JOHN DEERE	9652	BOBCAT	
2015	JOHN DEERE	9652	TRACK LOADER	
2015	JOHN DEERE	8049	BULLDOZER	550K
2014	JOHN DEERE	8256	BULLDOZER	750K
2012	JOHN DEERE	5276	BULLDOZER	550K
1996	JOHN DEERE	544G/5189	PAYLOADER	3 yd.
1998	KOMATSU	W-250 / '0215	PAYLOADER	2.75 yd.
2007	CASE	N7F200732	PAYLOADER	3.0 YD
2007	CASE	N7F202654	PAYLOADER	
2013	JOHN DEERE	8609	PAYLOADER	644K 4WD
2017	JOHN DEERE	4007	LOADER	324K
2016	JOHN DEERE	O530	LOADER	324K
1985	TEREX	4564	FRONT END LOADER	
2006	HYUNDAI	1240	LONG ARM EXC.	
2012	KOBLECO	1775	LONG ARM EXC.	
2012	KOBELCO	1754	LONG ARM EXC.	
2008	BOBCAT	0546/S320	SKID STEER	
2003	BOBCAT	1776	SKID STEER	
2016	SOUTHEASTERN	2789	EXCAVATOR	
2011	KOBELCO	O247/SRS	EXCAVATOR	
2001	JOHN DEERE	1965	EXCAVATOR	
2010	KOBELCO	1669	EXCAVATOR	#7
2002	HAGEDORN	275 (10Yd) #2565	DRY SPREADER	10 Yds.
2002	HAGEDORN	275 (10Yd) #3023	DRY SPREADER	10 Yds.
2000	BROWN BEAR	16	TURNER	
2011	FEROCITY	1419	TRAILER	
2014	PJ	6016	GOOSENECK TRAILER	
2011	R&R	5450	GOOSENECK TRAILER	SRS
2010	MAC	8918	DUMP TRAILER	
2010	MAC	8914	DUMP TRAILER	
2010	MAC	8915	DUMP TRAILER	
2010	MAC	8919	DUMP TRAILER	

DRY BIOSOLIDS EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2010	MAC	8920	DUMP TRAILER	
2010	MAC	8921	DUMP TRAILER	
2010	MAC	8922	DUMP TRAILER	
2010	MAC	8923	DUMP TRAILER	
2010	MAC	8916	DUMP TRAILER	
2010	MAC	8917	DUMP TRAILER	
2010	MAC	8756	DUMP TRAILER	
2010	MAC	8913	DUMP TRAILER	
2010	MAC	8754	DUMP TRAILER	
2011	TX PRIDE	4906	DUMP TRAILER	
2010	MAC	8755	DUMP TRAILER	
2000	KENWORTH	9671	ROLL OFF SEMI	20 Yds.
2003	GALBREATH	7465	PUP ROLLOFF TRAILER	36 Ft.
2004	MACK	547	DUMP TRUCK	
2007	MACK	O576	DUMP TRUCK	
2007	MACK	O580	DUMP TRUCK	
2007	WARREN	7854	END DUMP	
2007	WARREN	7855	END DUMP	
2007	WARREN	7815	END DUMP	
2006	WARREN	7777	END DUMP	
2014	MACK	9378	DUMP TRUCK	
2014	MACK	9379	DUMP TRUCK	
2007	PETERBILT	7106	DUMP TRUCK	SRS
2011	MACK	3956	ROLLOFF TRUCK	
2013	MACK	7175	DUMP TRUCK	
2013	MACK	7176	DUMP TRUCK	
2010	MANAC	1112	TRAILER	
2009	MANAC	OO64	TRAILER	
2012	MANAC	3483	TRAILER	
2014	AULICK	O273	TRAILER	
2014	AULICK	O274	TRAILER	
2014	AULICK	O276	TRAILER	
2017	MAC	O114	DUMP TRAILER	#56
2017	MAC	O115	DUMP TRAILER	#57
2016	MAC	6704	DUMP TRAILER	#55
2016	MAC	6703	DUMP TRAILER	#54
2015	MAC	2363	DUMP TRAILER	#42

DRY BIOSOLIDS EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2015	MAC	2366	DUMP TRAILER	#39
2015	MAC	2367	DUMP TRAILER	#38
2015	MAC	2364	DUMP TRAILER	#37
2015	MAC	2368	DUMP TRAILER	#41
2015	MAC	2365	DUMP TRAILER	#40
2015	MAC	4252	DUMP TRAILER	#43
2015	MAC	4253	DUMP TRAILER	#44
2015	MAC	4254	DUMP TRAILER	#45
2015	MAC	4255	DUMP TRAILER	#46
2011	MAC	9246	DUMP TRAILER	#47
2012	MAC	1156	DUMP TRAILER	#48
2009	MAC	7145	DUMP TRAILER	#49
2012	MAC	1157	DUMP TRAILER	#50
2015	MAC	2931	DUMP TRAILER	#51
2015	MAC	2932	DUMP TRAILER	#52
2009	MAC	6714	DUMP TRAILER	#53
2012	MAC	O769	TRAILER	
2012	MAC	O767	TRAILER	
2012	MAC	O767	TRAILER	
2013	MAC	4310	DUMP TRAILER	WF-02
2016	MAC	5302	DUMP TRAILER	WF-01
2016	MAC	5696	DUMP TRAILER	WF-03
2016	MAC	6835	DUMP TRAILER	WF-04
2016	MAC	6836	DUMP TRAILER	WF-05
2017	MAC	9796	DUMP TRAILER	WF-06
2017	MAC	9797	DUMP TRAILER	WF-07
2017	MAC	9798	DUMP TRAILER	WF-08
2012	MAC	2418	DUMP TRAILER	WF-09
2017	MAC	#19/7758	BP TRAILER	
2017	MAC	#20/9333	BP TRAILER	
2017	MAC	#21/9334	BP TRAILER	
2017	MAC	#22/6287	BP TRAILER	
2017	MAC	#23/9335	BP TRAILER	
2009	ALUMATECH	5629	DUMP TRAILER	
2009	ALUMATECH	5630	DUMP TRAILER	
2009	ALUMATECH	5631	DUMP TRAILER	
2011	TRINITY	6227	DRY TRAILER	

DRY BIOSOLIDS EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2005	TRINITY	6148	DRY TRAILER	47 Yds.
2009	TRINITY	6295	DRY TRAILER	
2009	TRINITY	6296	DRY TRAILER	
2012	TRINITY	6050	TRAILER	
2012	TRINITY	6051	TRAILER	
2012	TRINITY	6052	TRAILER	
2012	TRINITY	6053	TRAILER	
2012	TRINITY	6088	TRAILER	
2012	TRINITY	6089	TRAILER	
2012	TRINITY	6260	TRAILER	
2013	TRINITY	6075	TRAILER	
2013	TRINITY	6076	TRAILER	
2011	MANAC	1919	TRAILER	
2011	MANAC	2372	TRAILER	
2009	TRINITY	6294	DRY TRAILER	
2001	GALBREATH	20 YARD/3817	ROLLOFF BOX	20 YARD
2001	GALBREATH	20 YARD /3814	ROLLOFF BOX	20 YARD
2001	GALBREATH	20 YARD/3815	ROLLOFF BOX	20 YARD
2001	GALBREATH	20 YARD3816	ROLLOFF BOX	20 YARD
2001	ESP	20 YARD/1111	ROLLOFF BOX	20 YARD
2001	ESP	20 YARD1112	ROLLOFF BOX	20 YARD
2004	ESP	30 YARD/1460	ROLLOFF BOX	30 YARD
2001	GALBREATH	20 YARD/3817	ROLLOFF BOX	20 YARD
2005	GALBREATH	20 YARD/7575	ROLLOFF BOX	20 YARD
2005	GALBREATH	20 YARD/7576	ROLLOFF BOX	20 YARD
2005	GALBREATH	20 YARD/7577	ROLLOFF BOX	20 YARD
2005	GALBREATH	20 YARD/9705	ROLLOFF BOX	20 YARD
2005	GALBREATH	20 YARD/9706	ROLLOFF BOX	20 YARD
2005	GALBREATH	20 YARD/9707	ROLLOFF BOX	20 YARD
2005	ESP LINK	30 YARD/ OT1459	ROLLOFF BOX	30 YARD
2008	GALBREATH	20 YARD/4549	ROLLOFF BOX	20 YARD
2008	GALBREATH	20 YARD/4550	ROLLOFF BOX	20 YARD
2008	MULLER	20 YARD/O128	ROLLOFF BOX	20 YARD
2011	EPAK	9411	ROLLOFF BOX	
2012	EPAK	1945	ROLLOFF BOX	40 YARD
2012	EPAK	9412	ROLLOFF BOX	40 YARD
2010	EPAK	40 YARD/935	ROLLOFF BOX	40 YARD
2010	EPAK	40 YARD/934	ROLLOFF BOX	40 YARD

DRY BIOSOLIDS EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2010	GALBREATH	5674/F29	ROLLOFF BOX	30 YARD
2010	GALBREATH	5669/F24	ROLLOFF BOX	30 YARD
2010	GALBREATH	5675/F20	ROLLOFF BOX	20 YARD
2010	GALBREATH	5676/F21	ROLLOFF BOX	20 YARD
2010	GALBREATH	5667/F22	ROLLOFF BOX	30 YARD
2010	GALBREATH	5668/F23	ROLLOFF BOX	30 YARD
2011	GALBREATH	5982	ROLLOFF BOX	20 YARD
2011	GALBREATH	5983	ROLLOFF BOX	20 YARD
2010	GALBREATH	5670/F25	ROLLOFF BOX	30 YARD
2010	GALBREATH	5671/F26	ROLLOFF BOX	30 YARD
2010	GALBREATH	5672/F27	ROLLOFF BOX	30 YARD
2010	GALBREATH	5673/F28	ROLLOFF BOX	30 YARD
2013	GALBREATH	8552	ROLLOFF BOX	
2014	GALBREATH	9422	ROLL OFF/MIX TANK	
2016	E-PAK	9601	ROLL OFF/MIX TANK	
2005	TRINITY	6084	DRY TRAILER	47 Yds.
2003	NEW HOLLAND	O119	TELEHANDLER	
2009	CAT	O510	TELEHANDLER	
2012	CASCADE	1011/F37	ROLLOFF BOX	10 YARD
2012	CASCADE	1012/F38	ROLLOFF BOX	10 YARD
2007	MANITOU	8177	TELEHANDLER /BUCKET	
2012	MAC	O634	TRAILER	
2012	MAC	O635	TRAILER	
2002	JOHN DEERE	1554	TELEHANDLER(AL)	
DREDGE EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2011	IMS	1091	DREDGE	
2012	IMS	1100	DREDGE	
2013	IMS	2970	DREDGE	
2015	DINO	5589	DREDGE	
2016	IMS	1117	DREDGE #9	
1989	DORSEY	6118	DREDGE HOSE TRAILER	40 Ft.
1984	UTI	7209	DREDGE TRAILER	40 Ft.
2002		2600 FT.	DREDGE PIPE	8 + 10 inch
2006	XL SPECIAL	5779	DREDGE HOSE TRAILER	44Ft.

LOADSTANDS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2006	XL SPECIAL	5785	DREDGE HOSE TRAILER	44 Ft.
1969	FRUEHAUF	9801	DREDGE HOSE TRAILER	40 Ft.
2000	ASM	1375	LOADSTAND TRAILER	25 Ft.
1996	ASM	5644	LOADSTAND TRAILER	25 Ft.
1996	ASM	3897	LOADSTAND TRAILER	25 Ft.
2003	ASM	9564	BLACK HOSE TRAILER	25 Ft.
2006	ASM	5791	LOADSTAND TRAILER	
2006	ASM	5810	LOADSTAND TRAILER	
2013	EAGLE	2602	LOADSTAND TRAILER	#9
1997	DYNA-WELD	4945	LOWBOY	53 Ft.
1995	DYNA-WELD	2323	LOWBOY	53 Ft.
2004	LOAD KING	5229	LOWBOY	
1971	FRUEHAUF	6509	LOWBOY	
2011	TOWMASTER	416	LOWBOY	
2014	TOWMASTER	1417	LOWBOY	#6
1979	TLZ	9279	DOZER TRAILER	20 Ft.
SEMI TRUCKS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2003	MACK	3702	CH613 SEMI	350 H.P.
2001	MACK	3842	CH613 SEMI	350 H.P.
2000	MACK	7458	CH613 SEMI	350 H.P.
2004	MACK	9527	CX613 SEMI	380 H.P.
2008	MACK	2641	CXU613 SEMI	395 H.P.
2008	MACK	2642	CXU613 SEMI	395 H.P.
2008	MACK	1265	CXN613 SEMI	
2008	MACK	1299	CXN613 SEMI	
2008	MACK	1303	CXN613 SEMI	
2008	MACK	2646	CXU613 SEMI	395 H.P.
2008	MACK	2826	CXU613 SEMI	395 H.P.
2008	MACK	2639	CXU613 SEMI	395 H.P.
2004	MACK	6025	CX613 SEMI	380 H.P.
2004	MACK	7521	CX613 SEMI	380 H.P.
2011	MACK	2754	CXU613 SEMI	395 H.P.
2010	MACK	1593	CXU613 SEMI	395 H.P.
2010	MACK	1594	CXU613 SEMI	395 H.P.

SEMI TRUCKS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2010	MACK	1595	CXU613 SEMI	395 H.P.
2010	MACK	1597	CXU613 SEMI	395 H.P.
2010	MACK	1601	CXU613 SEMI	395 H.P.
2010	MACK	1602	CXU613 SEMI	395 H.P.
2010	MACK	1599	CXU613 SEMI	395 H.P.
2010	MACK	1600	CXU613 SEMI	395 H.P.
2010	MACK	1596	CXU613 SEMI	395 H.P.
2010	MACK	1598	CXU613 SEMI	395 H.P.
2010	MACK	1603	CXU613 SEMI	395 H.P.
2012	MACK	4472	CXU613 SEMI	395 H.P.
2012	MACK	4500	CXU613 SEMI	395 H.P.
2012	MACK	4506	CXU613 SEMI	
2012	MACK	4507	CXU613 SEMI	
2012	MACK	4508	CXU613 SEMI	
2014	MACK	8240	CXU613 SEMI	
2010	MACK	1824	CXU613 SEMI	405 H.P.
2010	MACK	1825	CXU613 SEMI	405 H.P.
2010	MACK	1826	CXU613 SEMI	405 H.P.
2008	MACK	2643	CXU613 SEMI	395 H.P.
2008	MACK	2645	CXU613 SEMI	395 H.P.
2008	MACK	2659	CXU613 SEMI	427 H.P.
2008	MACK	2257	CXU613 SEMI	427 H.P.
2005	MACK	2485	CX613 SEMI	380 H.P.
2005	MACK	2473	CX613 SEMI	380 H.P.
2000	MACK	2411	CH613 SEMI	350 H.P.
2000	INTERNATIONAL	8925	6X6	
2000	INTERNATIONAL	8926	6X6	
2014	MACK	8241	CXU613 SEMI	
2014	MACK	8242	CXU613 SEMI	
2003	MACK	2754	CV713 SEMI	400 H.P.
2003	MACK	5059	CH613 SEMI	427 H.P.
2017	MACK	2225	CXU613 SEMI	415 H.P.
2017	MACK	2226	CXU613 SEMI	415 H.P.
2017	MACK	2875	CXU613 SEMI	
2017	MACK	2876	CXU613 SEMI	
2017	MACK	2149	CXU613 SEMI	415 H.P.
2017	MACK	2150	CXU613 SEMI	415 H.P.
2017	MACK	2151	CXU613 SEMI	415 H.P.
2016	MACK	7001	CXU613 SEMI	

SEMI TRUCKS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2016	MACK	7002	CXU613 SEMI	
2016	MACK	1873	CXU613 SEMI	415 H.P.
2016	MACK	3074	CXU613 SEMI	415 H.P.
2016	MACK	4428	CXU613 SEMI	
2016	MACK	8000	CXU613 SEMI	
2016	MACK	5856	CXU613 SEMI	
2016	MACK	5288	CXU613 SEMI	395 H.P.
2015	MACK	6558	CXU613 SEMI	
2015	MACK	6559	CXU613 SEMI	
2015	MACK	6560	CXU613 SEMI	
2015	MACK	6362	CXU613 SEMI	415 H.P.
2015	MACK	6660	CXU613 SEMI	415 H.P.
2015	MACK	6661	CXU613 SEMI	415 H.P.
2015	MACK	6662	CXU613 SEMI	415 H.P.
2015	MACK	7284	CXU613 SEMI	415 H.P.
2015	MACK	7285	CXU613 SEMI	415 H.P.
2015	MACK	7286	CXU613 SEMI	415 H.P.
2015	MACK	7287	CXU613 SEMI	415 H.P.
TANKERS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2016	STEPHENS	4264	TANKER	
2016	STEPHENS	4265	TANKER	
2016	TREMCAR	240	POLYMER TANKER	7,000 GALLONS
1973	HEIL	4479	TANKER	6,000 - 6,400 gallons
1973	HEIL	4507	TANKER	6,000 - 6,400 gallons
1972	FRUEHAUF	9301	TANKER	6,000 - 6,400 gallons
1967	FRUEHAUF	4403	TANKER	6,000 - 6,400 gallons
1974	TRAILMOBILE	4162	TANKER	6,000 - 6,400 gallons
1973	TRAILMOBILE	3139	TANKER	6,000 - 6,400 gallons
1973	TRAILMOBILE	3066	TANKER	6,000 - 6,400 gallons
1973	JL	7767	TANKER	6,000 - 6,400 gallons
1975	FRUEHAUF	6001	TANKER	6,000 - 6,400 gallons
1971	FRUEHAUF	6003	TANKER	6,000 - 6,400 gallons
1979	HEIL	0492	TANKER	6,000 - 6,400 gallons
1984	PROGRESS	2420	VAC-TANKER	6,000 - 6,400 gallons

TANKERS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
1984	PROGRESS	2422	VAC-TANKER	6,000 - 6,400 gallons
1973	HEIL	4940	TANKER	6,000 - 6,400 gallons
1974	BUTLER	2216	TANKER	6,000 - 6,400 gallons
1974	HEIL	5282	TANKER	6,000 - 6,400 gallons
1972	TRAILMOBILE	O586	TANKER	15,000 gallons
1973	FRUEHAUF	6205	TANKER	6,000 - 6,400 gallons
1974	FRUEHAUF	8511	TANKER	6,000 - 6,400 gallons
2009	STEPHENS	4254	TANKER	6,000 gallons
2014	STEPHENS	4244	TANKER	7,500 gallons
2014	STEPHENS	4245	TANKER	7,500 gallons
2014	STEPHENS	4246	TANKER	7,500 gallons
2013	IMPERIAL	OOO1	VAC-TANKER	
2012	STEPHENS	4346	TANKER	7,500 gallons
2012	STEPHENS	4347	TANKER	7,500 gallons
2012	STEPHENS	4348	TANKER	7,500 gallons
2012	STEPHENS	4349	TANKER	7,500 gallons
2012	STEPHENS	4350	TANKER	7,500 gallons
2011	STEPHENS	4253	TANKER	7,500 gallons
2010	STEPHENS	4058	TANKER	7,500 gallons
2010	STEPHENS	4059	TANKER	7,500 gallons
2010	STEPHENS	4060	TANKER	7,500 gallons
2010	STEPHENS	4061	TANKER	7,500 gallons
2010	STEPHENS	4062	TANKER	7,500 gallons
2010	STEPHENS	4063	TANKER	7,500 gallons
2010	STEPHENS	4057	TANKER	7,500 gallons
2010	STEPHENS	4056	TANKER	7,500 gallons
2010	STEPHENS	4055	TANKER	7,500 gallons
2010	STEPHENS	4054	TANKER	7,500 gallons
1974	HEIL	6489	TANKER	6,000 - 6,400 gallons
1974	ETNYRE	8749	TANKER	15,000 gallons
2014	STEPHENS	4553	TANKER	7,500 gallons
2014	STEPHENS	4554	TANKER	7,500 gallons
2014	STEPHENS	4555	TANKER	7,500 gallons
2014	STEPHENS	4556	TANKER	7,500 gallons

PICKUP TRUCKS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
1997	CHEVY	4826	PICKUP	
1999	CHEVY	3468	PICKUP	
2006	FORD	5420	PICKUP	
2006	GMC	9572	PICKUP	
2006	CHEVY	3000	PICKUP	
2014	FORD	2455	PICKUP	
2014	DODGE	9443	PICKUP	
2017	FORD	3724	PICKUP	
2016	CHEV	4581	PICKUP	
2016	CHEV	3388	PICKUP	
2016	FORD	6135	PICKUP	
2016	CHEV	7991	PICKUP	
2016	CHEV	2397	PICKUP	
2015	CHEV	9635	PICKUP	
2013	CHEV	O261	PICKUP	
2013	CHEV	5179	PICKUP	
2013	CHEV	2566	PICKUP	
2013	CHEV	4685	PICKUP	
2013	CHEV	2551	PICKUP	
2014	CHEV	3728	PICKUP	
2012	CHEV	8417	PICKUP	
2012	CHEVY	8311	PICKUP	
2012	DODGE	9856	PICKUP	
2011	DODGE	4909	PICKUP	
2012	DODGE	8578	PICKUP	
2011	CHEVY	6625	PICKUP	
2012	FORD	8227	PICKUP	
2011	FORD	1824	PICKUP	
2011	DODGE	3685	PICKUP	
2011	CHEV	O434	PICKUP	
2011	CHEV	6111	PICKUP	
2011	CHEVY	4887	PICKUP	
2011	CHEVY	7798	PICKUP	
2011	CHEVY	1078	PICKUP	
2010	CHEV	1238	PICKUP	
2009	CHEV	1531	PICKUP	

PICKUP TRUCKS				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2009	CHEV	3725	PICKUP	
2009	CHEV	3096	PICKUP	
2009	FORD	7957	UTILITY SERVICE TRUCK	
2008	FORD	7222	PICKUP	
2008	CHEV	3586	PICKUP	
2008	CHEVY	1129	PICKUP	
2008	CHEVY	9413	PICKUP	
2008	CHEVY	9116	PICKUP	
2008	CHEVY	6587	PICKUP	
2007	CHEVY	6634	PICKUP	
MISC. EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2007	HONDA	7192	FOUR WHEELER	
1995	DODGE	3553	PICKUP	SRS
2007	FORD	2040	SERVICE TRUCK	
2012	HONDA	2126	FOUR WHEELER	
2012	HONDA	2801	FOUR WHEELER	
1994	BARRETT	8334	FORKLIFT	
1995	CLARK	9399	FORKLIFT	
2006	CAT	3053	FORKLIFT	
1995	UTILITY	O7O2	TRAILER	
2011	GREAT PLAINS	3010	DRILL	30 FT
2007	WOODS	3944	10' MOWER	
2012	BATWING	CX15/1127	MOWER	
2014	TRACSTAR ISCO	6501	FUSING MACHINE	
2008	FONTAINE	7394	TRAILER FOR CENTRIFUGE	
	CENTRISYS	O908	CENTRIFUGE	26-4
2014	ASHBROOK		BELT PRESS	2-METER
2011	ASHBROOK	O821	BELT PRESS	2-METER
2011	ASHBROOK	3642	BELT PRESS	2-METER
2011	ASHBROOK	3636	BELT PRESS	2-METER

MISC. EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2011	ASHBROOK	3637	BELT PRESS	2-METER
2011	ASHBROOK	2874	BELT PRESS	2-METER
2011	ASHBROOK	3643	BELT PRESS	2-METER
2011	ASHBROOK	3638	BELT PRESS	2-METER
2011	ASHBROOK	3458	BELT PRESS	2-METER
2008	ASHBROOK	3275	BELT PRESS	2-METER
2008	ASHBROOK	3316	BELT PRESS	2-METER
2008	ASHBROOK	3315	BELT PRESS	2-METER
2006	ASHBROOK	3080	BELT PRESS	2-METER
2006	ASHBROOK	3079	BELT PRESS	2-METER
2005	ASHBROOK	2878	BELT PRESS	2-METER
2005	ASHBROOK	2879	BELT PRESS	2-METER
2004	ASHBROOK	2731	BELT PRESS	2-METER
2000	ASHBROOK	2173	BELT PRESS/GA	2-METER
2017	ASHBROOK	#19	BELT PRESS	53' RC
2017	ASHBROOK	#20	BELT PRESS	48' SC
2017	ASHBROOK	#21	BELT PRESS	48' SC
2017	ASHBROOK	#22	BELT PRESS	53' RC
2017	ASHBROOK	#23	BELT PRESS	48' RC
1999	BRIGHT TECH	J-1200-SS	LITTLE TEST PRESS	
1989	FRUEHAUF	6006	VAN	48 Ft.
1993	ASM	3726	RED TRAILER	10 Ft.
2009	ASM	5014	TRAILER	
2002	LANDOLL	2303	TRAILER	
1997	HLN	4426	ROCK CATCHER TRAILER	
2008	UNITED	O141	CARGO TRAILER	
2008	UNITED	5577	CARGO TRAILER	
2014	UNITED	9851	CARGO TRAILER	
2016	UNITED	6890	CARGO TRAILER	#3
2016	UNITED	6891	CARGO TRAILER	#4
2016	UNITED	6892	CARGO TRAILER	#5
2016	UNITED	6893	CARGO TRAILER	#6
2016	UNITED	6894	CARGO TRAILER	#7
2015	STEALTH	9997	CARGO TRAILER	
2007	IMPERIAL TRAILER	2555	20' WIDE BOY	
2002	BUSH HOG	1865	84" BUSH HOG	7 Ft.
2001	BUSH HOG	O430	15'	

MISC. EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2006	LAYMOR	1166	STREET SWEEPER	
1964	HMDE	1750	HOSE HUMPER	
1979	SMITH	2525	AIR COMPRESSOR	
	MARTIN	2720	SCREW CONVEYOR	35'
1979	PUTZMISTER	25 FT.	CONVEYOR	25 FT.
2011	BRIGHT	O241	CONVEYOR	21 FT.
2012	SUNFLOWER	O186	CULTIVATOR	31 FT.
1997	JD	3420	MULCH TILLER	
	TAXABLE	10,000 GALLONS	FUEL TANK	10,000 GALLONS
	NON TAXABLE	8,000 GALLONS	FUEL TANK	8,000 GALLONS
	LUMIDOR		OXYGEN TESTER	
1996	MSA		OXYGEN TESTER	
2001	75		Spare Semi Tires	
	3		Spare Terragator Tires	
2007	JLG	5213	BOOM LIFT	
2017	T-MAN	O271	TILT DECK TRAILER	
2016	T-MAN	1782	TILT DECK TRAILER	
2014	T-MAN	O159	LOADSTAND TRAILER	#9
2012	T-MAN	1389	LOADSTAND TRAILER	
2004	GREAT DANE	7076	MOVING VAN	
	NEW HOLLAND	5166	DOZER	SRS
2001	FMC	216	SCREW AUGER	12 FT
2011	A&A	ELM FORK	SCALES	7 FT.
2006	DITCH WITCH	1992	VAC TRAILER	
2012	HYDRO	O977/#6	HOSE REEL	DUAL WHEELED
2012	HYDRO	O912/#5	HOSE REEL	
2013	HYDRO	0916/#4	HOSE REEL	
2013	HYDRO	0976/#7	HOSE REEL	DUAL WHEELED
2013	HYDRA	PUSHER #5/6044	SPREADER	
2013	HYDRA	PUSHER #6/6114	SPREADER	
2013	HYDRA	PUSHER #7/6115	SPREADER	
1980	KOHLER	260KW	GENERATOR	
2008	MULTILIFT	O291	CONVEYOR	31 Ft.
2011	MULTILIFT	O995	CONVEYOR	12 FT
2011	MULTILIFT	O994	CONVEYOR	
2011	MULTILIFT	O993	CONVEYOR	
2011	MULTILIFT	O992	CONVEYOR	
2011	MULTILIFT	O927	CONVEYOR	31 FT

MISC. EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2011	MULTILIFT	O928	CONVEYOR	31 FT
2008	MULTILIFT	O299	CONVEYOR	31 FT
2007	MULTILIFT	9888	CONVEYOR	31 FT
2006	MULTILIFT	9889	CONVEYOR	31 FT
2015	CASE IH	2292	PLANTER	
2016	UNVERFERTH	1509	ROLLING BASKET	
2015	HUTCHINSON		GRAIN AUGER	
1996	JD/TRI GREEN	5892	CORN PLANTER	6-ROW
2000	AZTEC	5926	BP TRAILER	FLATBED
2015	KRAUSE	4518	CHISEL/DOMINATOR	
2008	CASE	9214	IH OFFSET DISK	
2005	CASE	9140	RED H.D. OFFSET DISK	
1994	KRAUSE	1234	DISK	26 FT.
2005	KRAUSE	1761	FINSHING DISK	26 FT.
2009	ATHENS	9048	OFFSET CONST. DISK	12 FT
2013	BRILLION	O604	CULTIPACKER	32 FT
2013	BALDOR	S25T	GENERATOR	
2005	WACKER	3017	YELLOW GENERATOR	
2010	WORLDWIDE	7001	GENERATOR	
2005	JACOBSEN	5690	GENERATOR TRAILER	
2013	IDS		GREASE TANK	
	HP	SV2	HOT DOG SCREENER	
2011		12"	IN-LINE GRIT COLLECTOR	
2005	JOHN DEERE	3687	MOWER	
	SEA NYMPH	9454	JON BOAT	
1969	JON BOAT	4845	JON BOAT	
1998	DORSEY	2405	BELT PRESS TRAILER	
2010	BOBCAT	1115	SKID STEER	
2010	B-TEK	4617	SCALES	
2012	SURVIVOR	4HCE/KENNEWICK	PORTABLE SCALES	80 FT
2011	ALASKA	LP-22K	PORTABLE SCALES	
2014	BRECHBUHLER	7010	SCALES	
2008	HOULE	O738	MIXER	
1995	FRUEHAUF	3412	PUP TRAILER	
2013	TRANSCRAFT	4024	TRAILER	RED MIX TANK
2018	TRANSCRAFT	7168	FLAT BED W/MIX TANK	
1985	SOUTHWEST	O791	RED MIX TANK TRAILER	STUBBY

MISC. EQUIPMENT				
YEAR	MAKE	I.D. # / MODEL	DESCRIPTION	CAPACITY
2008	MANAC	9268	DROP DECK TRAILER	
1976	FRUEHAUF	6501	DROP DECK TRAILER	
2009	MANAC	OO63	DROP DECK TRAILER	
2009	MANAC	OOO9	DROP DECK TRAILER	
2008	FONTAINE	2538	DROP DECK TRAILER	
2013	ALL PRO	3971	UTILITY TRAILER	
2008	TRAILMOBILE	1077	VAN TRAILER	
2007	GREAT DANE	7116	VAN TRAILER	
1998	CAPACITY	O972	YARD DOG	
1997	OTTAWA	O372	YARD DOG/LINE HAUL 4	
2000	CAPACITY	1919	YARD DOG/LINE HAUL 3	
2002	CAPACITY	3677	YARD SPOTTER	
2002	CAPACITY	3476	YARD SPOTTER	
2002	OTTAWA	O410	YARD SPOTTER	
2006	OTTAWA	2155	YARD SPOTTER	
1998	OTTAWA	7571	YARD SPOTTER	
1987	OTTAWA	2634	YARD SPOTTER	
	HURST		BOILER	30 HP CYCLONGE
2010	TITAN	3192	SEED TENDER	
2015	GENIE	2394	ELECTRIC MANLIFT	
2014	GENIE	6727	ELECTRIC MANLIFT	
2008	GENIE	902	ELECTRIC MANLIFT	
1997	KLEECO	9917	32' CRANE	
2013	SECTIONAL	2	BARGES	SRS
2011	SECTIONAL	B2F011	BARGE - MIDDLE	SRS
2011	SECTIONAL	B3F011	BARGE - STARBOARD	SRS
2011	SECTIONAL	B1F011	BARGE - PORT	SRS
2013	NE ENERGY	SV2	BOILER ON FLATBED	200 HP
2010	MERCURY	6919	BOAT MOTOR	SRS
1990	SUNCRUISER	G990	FUELING PONTOON	20 FT.
2012	ROTACUT	RCX-58G	DIGESTER GRINDER	
2015	EXMARK	2ROO	LAZER DIESEL MOWER	IDS
2016	JD	1289	GATOR	
2012	JD	OO26	GATOR	
	JOHN DEERE		MOWER & SPRAYER	
	SYNDER		SPRAYER	3 PT HITCH/40' BOOM
2015	TORNADO	8003	SALT SPREADER	
2002	BLUEBIRD	5765	BUS	
1980	CESSNA	O971	AIRPLANE	
	Misc. Shop tools and office Supplies			

ATTACHMENT "B"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **873-11862**

Project Description: **HAULING & DISPOSAL OF WWT GRITS, RAGS, SOLIDS & SLUDGE**

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

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

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

Contractor/Proposer/Bidder Company Name: **MERRELL BROS., INC.**

Authorized Company Person's Signature: **TED MERRELL**

Authorized Company Person's Title: **VICE PRESIDENT**

Date: **01.17.2017**

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

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

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

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

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

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

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

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

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

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

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

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

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

NAME	RELATIONSHIPS
-	

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

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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

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

Please indicate which credit card payment you prefer:

- [x] Master Card
- [ ] Visa Card

Company Name: **MERRELL BROS., INC.**

TED MERRELL Name (Printed)	**TED MERRELL** Signature
01.16.2017 Date:	**VICE PRESIDENT** Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

BIDDER'S COMPANY: **MERRELL BROS., INC.**

AUTHORIZED COMPANY PERSON:	**TED MERRELL**	**TED MERRELL**	**01.16.2017**
	NAME	SIGNATURE	DATE

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) **MERRELL BROS., INC.**

Address: **8811 WEST 500 NORTH**

City: **KOKOMO** State: **IN** Zip: **46901**

Telephone No. **574.699.7782** FAX No. **574.699.7478** Email: **TED@MERRELLBROS.COM**

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: **1-5**
Total Bid Discount **(section 1.05 of General Conditions)**: **N/A**
Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**: MBE ☐ WBE ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	**12.20.16**	**2**	**12.28.16**	**3**	**12.28.16**
4	**12.30.16**	**5**	**01.09.17**		

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

N/A

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

contained in this competitive solicitation.

Submitted by:

TED MERRELL	**TED MERRELL**
Name (printed)	Signature
01.16.2017	**VICE PRESIDENT**
Date:	Title

PART II, ITEM 06. OPTIONAL EQUIPMENT PURCHASE

The City currently owns nine (9) 20cy Roll-off containers which may be purchased by Contractor for use under this contract. Contractor shall inspect containers prior to providing pricing and will accept container condition as is. City shall not be responsible for any warranties, repairs or replacement of containers. City reserves the right to decline Contractor purchase offer.

Lot Price for all nine (9) 20cy Roll-off containers: $ **N/A**

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. **873-11862**
TITLE: **Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge**

ISSUED: (12-20-16)

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

1. **Part I, Section 29 –**
   INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS - solicitation **Now removed from**

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: **MERRELL BROS., INC.**
(Please print)

Bidder's Signature: **TED MERRELL**

Date: **01.16.2017**

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. 2

ITB No. 873-11862
TITLE: Hauling and Disposal of Waste Water Treatment
Grits, Rags, Solids and Sludge

ISSUED: (12/28/16)

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

1. In response to Question 7 - Attached Charts for Grits and Rags - Loads and Tons for Fiscal Years 2015 and 2016

	Rags-Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2014	4	14.92	2	24.78
November 2014	4	15.58	2	24.03
December 2014	5	17.18	3	27.73
January 2015	5	22.47	3	30.7
February 2015	4	17.74	2	25.07
March 2015	5	23.27	2	23.19
April 2015	4	21.76	2	23.41
May 2015	3	16.66	2	22.94
June 2015	3	16.39	2	23.61
July 2015	3	15.29	1	9.01
August 2015	4	18.33	1	9.74
September 2015	3	15.19	1	8.88

Total FY 2015	**47**	**214.78**	**23**	**253.09**

	Rags- Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2015	3	14.18	1	10.84
November 2015	3	19.05	0	0
December 2015	4	21.45	2	26.33
January 2016	3	16.44	3	40.68
February 2016	3	17.43	3	35.75
March 2016	4	23.15	3	29.84
April 2016	4	18.75	3	43.61
May 2016	3	15.7	2	25.07
June 2016	4	13.65	3	28.12
July 2016	3	15.47	2	21.58
August 2016	3	15.19	3	27.33
September 2016	4	16.24	2	18.31
Total FY 2016	**41**	**206.7**	**27**	**307.46**

All other terms, conditions, and specifications remain unchanged.

(Laurie Platkin)
(Procurement Specialist II)

Company Name: **MERRELL BROS., INC.**
(please print)

Bidder's Signature: **TED MERRELL**

Date: **01.16.2017**

Synagro

Bid Contact **Mary DeBottis**
jazclark@synagro.com
Ph 443-489-9166
Fax 443-489-9042

Address **435 Williams Court**
Suite 100
Baltimore, MD 21220

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
873-11862--01-01	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Haul				No Bids		
873-11862--01-02	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Ton Disposal				No Bids		
873-11862--01-03	Sludge per Ton	**Supplier Product Code:**	**First Offer - $84.00**	32500 / ton	**$2,730,000.00**		**Y**

ATTACHMENT "B"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **ITB # 873-11862**

Project Description: **HAULING AND DISPOSAL OF WASTE WATER TREATMENT GRITS, RAGS, SOLIDS AND SLUDGE**

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: **Synagro South, LLC**

Authorized Company Person's Signature: **residuals**

Authorized Company Person's Title: **Vice President**

Date: **12/17/2016**

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

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

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

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

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

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

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

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

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

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

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

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

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

NAME	RELATIONSHIPS
-	

SynagroSo09

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

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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

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

Please indicate which credit card payment you prefer:

☑ Master Card

☑ Visa Card

Company Name: **Synagro South, LLC**

Michael Schwartz Name (Printed)	**residuals** Signature
1/16/2017 Date:	**Vice President** Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: **Synagro South, LLC**

AUTHORIZED COMPANY PERSON:	**Michael Schwartz**	**residuals**	**SynagroSo09**
	NAME	SIGNATURE	DATE

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) **Synagro South, LLC**

Address: **435 Williams Court, Suite 100**

City: **Baltimore** State: **MD** Zip: **21220**

Telephone No. **813-285-0680** FAX No. **443-489-9042** Email: **mwolfe@synagro.com**

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: **120**
Total Bid Discount **(section 1.05 of General Conditions)**: **0**
Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**: MBE ☐ WBE ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	**12/20/2016**	**3**	**12/18/2016**	**5**	**1/9/2017**
2	**1/28/2016**	**4**	**12/30/2016**		

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

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

Submitted by:

Michael Schwartz
Name (printed)

residuals
Signature

11/17/2016
Date:

Vice President
Title

PART II, ITEM 06. OPTIONAL EQUIPMENT PURCHASE

The City currently owns nine (9) 20cy Roll-off containers which may be purchased by Contractor for use under this contract. Contractor shall inspect containers prior to providing pricing and will accept container condition as is. City shall not be responsible for any warranties, repairs or replacement of containers. City reserves the right to decline Contractor purchase offer.

Lot Price for all nine (9) 20cy Roll-off containers: $ **n/a**

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. **873-11862**
TITLE: **Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge**

ISSUED: (12-20-16)

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

1. **Part I, Section 29 –**
   INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS - solicitation **Now removed from**

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: **Synagro South, LLC**
(Please print)

Bidder's Signature: **residuals**

Date: **12/20/2016**

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. 2

ITB No. 873-11862
TITLE: Hauling and Disposal of Waste Water Treatment
Grits, Rags, Solids and Sludge

ISSUED: (12/28/16)

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

1. In response to Question 7 - Attached Charts for Grits and Rags - Loads and Tons for Fiscal Years 2015 and 2016

	Rags-Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2014	4	14.92	2	24.78
November 2014	4	15.58	2	24.03
December 2014	5	17.18	3	27.73
January 2015	5	22.47	3	30.7
February 2015	4	17.74	2	25.07
March 2015	5	23.27	2	23.19
April 2015	4	21.76	2	23.41
May 2015	3	16.66	2	22.94
June 2015	3	16.39	2	23.61
July 2015	3	15.29	1	9.01
August 2015	4	18.33	1	9.74
September 2015	3	15.19	1	8.88

Total FY 2015	**47**	**214.78**	**23**	**253.09**

	Rags- Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2015	3	14.18	1	10.84
November 2015	3	19.05	0	0
December 2015	4	21.45	2	26.33
January 2016	3	16.44	3	40.68
February 2016	3	17.43	3	35.75
March 2016	4	23.15	3	29.84
April 2016	4	18.75	3	43.61
May 2016	3	15.7	2	25.07
June 2016	4	13.65	3	28.12
July 2016	3	15.47	2	21.58
August 2016	3	15.19	3	27.33
September 2016	4	16.24	2	18.31
Total FY 2016	**41**	**206.7**	**27**	**307.46**

All other terms, conditions, and specifications remain unchanged.

(Laurie Platkin)
(Procurement Specialist II)

Company Name: **Synagro South, LLC**
(please print)

Bidder's Signature: **residuals**

Date: **12/28/2016**

Panzarella Waste & Recycling Services

Bid Contact **albert panzarella**
apanzarella@panzarellawaste.com
Ph 877-720-9594

Address **4581 Weston Road #314**
Weston, FL 33331

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
873-11862--01-01	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Haul	**Supplier Product Code: Supplier Notes:** To Whom It May Concern, The information provided below should be applied to Bid #873-11862 in the event an alternative hauling and disposal plan is required. We have been notified there is a limit on this type of material due to the operational problems it may cause. If we are notified by WM, they are unable to take this material for a period of time; we will need to submit alternative pricing for hauling and disposal. We have taken this possibility into consideration and have provided an alternative plan. Please see the Alternate Plan Option below and attached in the uploaded documents of this bid. â€¢ Current Disposal Plan Option: 1. The prices bid on the â€œItem	**First Offer -**	$**1,388.00**	130 / each	**$180,440.00**	**Y**	**Y**

		Response Formâ€ are to be hauled to WM Okeechobee Landfill, distance 110 miles. a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Alternate Disposal Plan Option: 1. Omni Progressive/Waste Connections Landfill, St. Cloud, FL 34773, distance 176 miles. a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Disposal Rate for Alternative Plan Option: 2. Hauler rate per 20 yard container - $ 1,545.00 3. Disposal rate per ton: $35.00					
873-11862--01-02	Grits, Rags, & Solids â€“ Pre-Treatment Roll-off per Ton Disposal	**Supplier Product Code:** **Supplier Notes:** To Whom It May Concern, The information provided below should be applied to Bid #873-11862 in the event an alternative hauling and disposal plan is required. We	**First Offer -** $**62.85**	430 / ton	**$27,025.50**	**Y**	**Y**

have been notified there is a limit on this type of material due to the operational problems it may cause. If we are notified by WM, they are unable to take this material for a period of time; we will need to submit alternative pricing for hauling and disposal. We have taken this possibility into consideration and have provided an alternative plan. Please see the Alternate Plan Option below and attached in the uploaded documents of this bid.
â€¢ Current Disposal Plan Option:
1. The prices bid on the â€œItem Response Formâ€ are to be hauled to WM Okeechobee Landfill, distance 110 miles.
a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid.
â€¢ Alternate Disposal Plan Option:
1. Omni Progressive/Waste Connections Landfill, St. Cloud, FL 34773, distance 176 miles.

	a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid. â€¢ Disposal Rate for Alternative Plan Option: 2. Hauler rate per 20 yard container - $ 1,545.00 3. Disposal rate per ton: $35.00		
873-11862--01-03	Sludge per		No Bids

Panzarella Waste & Recycling Services

Item: Grits, Rags, & Solids â€“ **Pre-Treatment Roll-off per Haul**

Attachments

BID 873-11862 Alternate Hauler Disposal Plan from Panzarella Waste Recycling Services.pdf

Bid 873-11862 Supporting Documentation from A.J. Panzarella, LLC dab Panzarella Waste Recycling Services.pdf

PANZARELLA
WASTE & RECYCLING SERVICES

4581 WESTON ROAD #314 • WESTON, FLORIDA 33331
PHONE: 954-320-9594 • TOLL-FREE: 877-720-9594 • FAX: 888-522-5064
WWW.PANZARELLAWASTE.COM

January 19, 2017

To Whom It May Concern,

The information provided below should be applied to Bid #873-11862 in the event an alternative hauling and disposal plan is required. We have been notified there is a limit on this type of material due to the operational problems it may cause. If we are notified by WM, they are unable to take this material for a period of time; we will need to submit alternative pricing for hauling and disposal. We have taken this possibility into consideration and have provided an alternative plan. Please see the Alternate Plan Option below and attached in the uploaded documents of this bid.

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  1. The prices bid on the "Item Response Form" are to be hauled to WM Okeechobee Landfill, distance 110 miles.
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- Alternate Disposal Plan Option:
  1. Omni Progressive/Waste Connections Landfill, St. Cloud, FL 34773, distance 176 miles.
     a. A profile must be supplied, with Panzarella Waste & Recycling Services listed as the hauler, if we are awarded this bid.

- Disposal Rate for Alternative Plan Option:
  2. Hauler rate per 20 yard container - $ 1,545.00
  3. Disposal rate per ton: $35.00

AJPANZAR-1 JKC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2016

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

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

PRODUCER License # A052408
Exclusive Programs, Inc.
www.exclusiveprograms.com
PO Box 29-4170
Boca Raton, FL 33429-4170

CONTACT NAME: William F. Comiskey Jr. CIC
PHONE (A/C, No, Ext): 888-401-4774 FAX (A/C, No): 888-465-0444
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Covington Specialty Insurance Company	13027
INSURER B : American Automobile	21849
INSURER C : Rockhill Insurance	28053
INSURER D : Bridgefield Employers Ins. Co	10701
INSURER E :	
INSURER F :	

INSURED A. J. Panzarella LLC dba Panzarella Waste & Recycling Services
4701 SW 36th Street
Davie, FL 33314

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	AGL0034954-00	3/13/2016	3/13/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000000
								$	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS X PIP - $10,000	Y	N	MXA80318052	3/13/2016	3/13/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							CA9948 Pollution Liabi	$	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	N	FF012803-01	3/13/2016	3/13/2017	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	830-42617	7/21/2016	1/30/2017	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

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

City of Ft. Lauderdale is listed as additional insured with respect to the general liability coverage.

Notice of cancellation is 60 days except for non-payment of premium which is 10 days.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm Comiskey, Jr.

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: PANZARELLA WASTE & RECYCLING SERVICES

Receipt #: 325-21265
Business Type: CLEANING/JANITORIAL (WASTE & RECYCLING COLLECTION)

Owner Name: A.J.PANZARELLA LLC
Business Location: 4581 WESTON ROAD #314 WESTON
Business Phone:

Business Opened: 02/12/2008
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

PANZARELLA WASTE & RECYCLING SERVI
4581 WESTON ROAD #314
WESTON, FL 33331

Receipt #03C-15-00002863
Paid 07/21/2016 36.30

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
A.J. PANZARELLA L.L.C.

Filing Information

Document Number	L08000011930
FEI/EIN Number	26-1880154
Date Filed	02/01/2008
Effective Date	02/01/2008
State	FL
Status	ACTIVE

Principal Address

4581 WESTON ROAD
#314
WESTON, FL 33331

Mailing Address

4581 WESTON ROAD
#314
WESTON, FL 33331

Registered Agent Name & Address

FASS, JOEL SESQ.
1401 NW 136 Ave.
#200
Sunrise, FL 33323

Address Changed: 02/08/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

PANZARELLA CAPITAL MANAGEMENT, L.L.C.
4581 WESTON ROAD, #314
WESTON, FL 33331

Annual Reports

Report Year	Filed Date
2014	01/18/2014
2015	01/24/2015

2016	02/08/2016

Document Images

02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/24/2015 -- ANNUAL REPORT	View image in PDF format
01/18/2014 -- ANNUAL REPORT	View image in PDF format
02/03/2013 -- ANNUAL REPORT	View image in PDF format
01/08/2012 -- ANNUAL REPORT	View image in PDF format
01/11/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
01/24/2009 -- ANNUAL REPORT	View image in PDF format
02/01/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000011930

Entity Name: A.J. PANZARELLA L.L.C.

FILED
Feb 08, 2016
Secretary of State
CC7314897412

Current Principal Place of Business:

4581 WESTON ROAD
#314
WESTON, FL 33331

Current Mailing Address:

4581 WESTON ROAD
#314
WESTON, FL 33331

FEI Number: 26-1880154

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FASS, JOEL SESQ.
1401 NW 136 AVE.
#200
SUNRISE, FL 33323 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM
Name	PANZARELLA CAPITAL MANAGEMENT, L.L.C.
Address	4581 WESTON ROAD, #314
City-State-Zip:	WESTON FL 33331

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALBERT PANZARELLA — MGRM P.C.M. G.P. — 02/08/2016

Electronic Signature of Signing Authorized Person(s) Detail — Date

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000010107

FILED
Feb 08, 2016
Secretary of State
CC2140504292

Entity Name: PANZARELLA CAPITAL MANAGEMENT LLC

Current Principal Place of Business:

4581 WESTON ROAD
314
WESTON, FL 33331

Current Mailing Address:

4581 WESTON ROAD
314
WESTON, FL 33331 US

FEI Number: 90-0146600

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MORRALL, MATTHEW E
2850 N. ANDREWS AVE.
FORT LAUDERDALE, FL 33311 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title	MGRM
Name	PANZARELLA, ALBERT J
Address	333 SUNSET DR #307
City-State-Zip:	FORT LAUDERDALE FL 33301

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALBERT PANZARELLA MGRM 02/08/2016

Electronic Signature of Signing Authorized Person(s) Detail Date

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G10000070479

Fictitious Name: PANZARELLA WASTE & RECYCLING SERVICES

FILED
Dec 01, 2015
Secretary of State
G15000121148

Current Mailing Address:

4581 WESTON ROAD #314
WESTON, FL 33331

New Mailing Address:

Current County of Principal Place of Business:

BROWARD

New County of Principal Place of Business:

Current FEI Number:

New FEI Number:

26-1880154

Current Owner(s):

Document #: L08000011930 ( ) Delete
FEI #: 26-1880154
Name: A.J. PANZARELLA LLC
Address: 4581 WESTON ROAD #314
City-St-Zip: WESTON, FL 33331

Additions/Changes to Owner(s):

Document #: ( ) Change ( ) Addition
FEI #:
Name:
Address:
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

ALBERT PANZARELLA — 12/01/2015
Electronic Signature(s) — Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G10000070479

Fictitious Name to be Registered: PANZARELLA WASTE & RECYCLING SERVICES

Mailing Address of Business: 4581 WESTON ROAD #314
WESTON, FL 33331

Florida County of Principal Place of Business: BROWARD

FEI Number:

FILED
Jul 31, 2010
Secretary of State

Owner(s) of Fictitious Name:

A.J. PANZARELLA LLC
4581 WESTON ROAD #314
WESTON, FL 33331 US
Florida Document Number: L08000011930
FEI Number: 26-1880154

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath.

ALBERT PANZARELLA — 07/31/2010
Electronic Signature(s) — Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

PANZARELLA
WASTE & RECYCLING SERVICES

4581 WESTON ROAD #314 • WESTON, FLORIDA 33331
PHONE: 954-320-9594 • TOLL-FREE: 877-720-9594 • FAX: 888-522-5064
WWW.PANZARELLAWASTE.COM

Company Vehicle Maintenance List

UNIT #	YEAR	MAKE	MODEL	TAG #	TAG EXP	VIN NUMBER	BODY TYPE
101	2005	Volvo	VHD	N5345N	12/31/16	4V5KC9GF95N377595	Rolloff Galbreath
102	2013	Volvo	VHD	DCMH89	12/31/16	4V5KC9DG9DN566856	Rolloff Galfab
201	2000	Volvo	Exped	N6530S	12/31/16	4V2DC2UE1YN782041	Frontload E-Z Pack
301	1999	Ford	F-750	623YPB	12/31/16	3FEWF80CAXMA18615	CDU G2H
202	2006	Autocar	ACX	DXHB75	12/31/16	5VCDC6MF46H203531	Frontload Heil
401	2010	FREIGHTLINER	M-2106	N1929X	12/31/16	AS9836	Rearload Newway Cobra

Panzarella Waste & Recycling Services

Item: Grits, Rags, & Solids â€“ **Pre-Treatment Roll-off per Ton Disposal**

Attachments

BID 873-11862 Alternate Hauler Disposal Plan from Panzarella Waste Recycling Services.pdf

Bid 873-11862 Supporting Documentation from A.J. Panzarella, LLC dab Panzarella Waste Recycling Services.pdf

PANZARELLA
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January 19, 2017

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  1. Omni Progressive/Waste Connections Landfill, St. Cloud, FL 34773, distance 176 miles.
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- Disposal Rate for Alternative Plan Option:
  2. Hauler rate per 20 yard container - $ 1,545.00
  3. Disposal rate per ton: $35.00

AJPANZAR-1 JKC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2016

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PRODUCER License # A052408
Exclusive Programs, Inc.
www.exclusiveprograms.com
PO Box 29-4170
Boca Raton, FL 33429-4170

CONTACT NAME: William F. Comiskey Jr. CIC
PHONE (A/C, No, Ext): 888-401-4774 FAX (A/C, No): 888-465-0444
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Covington Specialty Insurance Company	13027
INSURER B : American Automobile	21849
INSURER C : Rockhill Insurance	28053
INSURER D : Bridgefield Employers Ins. Co	10701
INSURER E :	
INSURER F :	

INSURED A. J. Panzarella LLC dba Panzarella Waste & Recycling Services
4701 SW 36th Street
Davie, FL 33314

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	AGL0034954-00	3/13/2016	3/13/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000000
								$	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS X PIP - $10,000	Y	N	MXA80318052	3/13/2016	3/13/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							CA9948 Pollution Liabi	$	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	N	FF012803-01	3/13/2016	3/13/2017	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	830-42617	7/21/2016	1/30/2017	X PER STATUTE OTH-ER		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Ft. Lauderdale is listed as additional insured with respect to the general liability coverage.

Notice of cancellation is 60 days except for non-payment of premium which is 10 days.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm Comiskey, Jr.

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: PANZARELLA WASTE & RECYCLING SERVICES

Receipt #: 325-21265
Business Type: CLEANING/JANITORIAL (WASTE & RECYCLING COLLECTION)

Owner Name: A.J.PANZARELLA LLC
Business Location: 4581 WESTON ROAD #314 WESTON
Business Phone:

Business Opened: 02/12/2008
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

PANZARELLA WASTE & RECYCLING SERVI
4581 WESTON ROAD #314
WESTON, FL 33331

Receipt #03C-15-00002863
Paid 07/21/2016 36.30

2016 - 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
A.J. PANZARELLA L.L.C.

Filing Information

Document Number	L08000011930
FEI/EIN Number	26-1880154
Date Filed	02/01/2008
Effective Date	02/01/2008
State	FL
Status	ACTIVE

Principal Address

4581 WESTON ROAD
#314
WESTON, FL 33331

Mailing Address

4581 WESTON ROAD
#314
WESTON, FL 33331

Registered Agent Name & Address

FASS, JOEL SESQ.
1401 NW 136 Ave.
#200
Sunrise, FL 33323

Address Changed: 02/08/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

PANZARELLA CAPITAL MANAGEMENT, L.L.C.
4581 WESTON ROAD, #314
WESTON, FL 33331

Annual Reports

Report Year	Filed Date
2014	01/18/2014
2015	01/24/2015

2016 02/08/2016

Document Images

02/08/2016 -- ANNUAL REPORT	View image in PDF format
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01/18/2014 -- ANNUAL REPORT	View image in PDF format
02/03/2013 -- ANNUAL REPORT	View image in PDF format
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01/11/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
01/24/2009 -- ANNUAL REPORT	View image in PDF format
02/01/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000011930

FILED
Feb 08, 2016
Secretary of State
CC7314897412

Entity Name: A.J. PANZARELLA L.L.C.

Current Principal Place of Business:

4581 WESTON ROAD
#314
WESTON, FL 33331

Current Mailing Address:

4581 WESTON ROAD
#314
WESTON, FL 33331

FEI Number: 26-1880154

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FASS, JOEL SESQ.
1401 NW 136 AVE.
#200
SUNRISE, FL 33323 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM
Name	PANZARELLA CAPITAL MANAGEMENT, L.L.C.
Address	4581 WESTON ROAD, #314
City-State-Zip:	WESTON FL 33331

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALBERT PANZARELLA — MGRM P.C.M. G.P. — 02/08/2016

Electronic Signature of Signing Authorized Person(s) Detail — Date

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000010107

FILED
Feb 08, 2016
Secretary of State
CC2140504292

Entity Name: PANZARELLA CAPITAL MANAGEMENT LLC

Current Principal Place of Business:

4581 WESTON ROAD
314
WESTON, FL 33331

Current Mailing Address:

4581 WESTON ROAD
314
WESTON, FL 33331 US

FEI Number: 90-0146600

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MORRALL, MATTHEW E
2850 N. ANDREWS AVE.
FORT LAUDERDALE, FL 33311 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title	MGRM
Name	PANZARELLA, ALBERT J
Address	333 SUNSET DR #307
City-State-Zip:	FORT LAUDERDALE FL 33301

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALBERT PANZARELLA MGRM 02/08/2016

Electronic Signature of Signing Authorized Person(s) Detail Date

APPLICATION FOR RENEWAL OF FICTITIOUS NAME

REGISTRATION# G10000070479

Fictitious Name: PANZARELLA WASTE & RECYCLING SERVICES

FILED
Dec 01, 2015
Secretary of State
G15000121148

Current Mailing Address:

4581 WESTON ROAD #314
WESTON, FL 33331

New Mailing Address:

Current County of Principal Place of Business:

BROWARD

New County of Principal Place of Business:

Current FEI Number:

New FEI Number:

26-1880154

Current Owner(s):

Document #: L08000011930 ( ) Delete
FEI #: 26-1880154
Name: A.J. PANZARELLA LLC
Address: 4581 WESTON ROAD #314
City-St-Zip: WESTON, FL 33331

Additions/Changes to Owner(s):

Document #: ( ) Change ( ) Addition
FEI #:
Name:
Address:
City-St-Zip:

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I understand that the electronic signature below shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

ALBERT PANZARELLA — 12/01/2015
Electronic Signature(s) — Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G10000070479

Fictitious Name to be Registered: PANZARELLA WASTE & RECYCLING SERVICES

Mailing Address of Business: 4581 WESTON ROAD #314
WESTON, FL 33331

Florida County of Principal Place of Business: BROWARD

FEI Number:

FILED
Jul 31, 2010
Secretary of State

Owner(s) of Fictitious Name:

A.J. PANZARELLA LLC
4581 WESTON ROAD #314
WESTON, FL 33331 US
Florida Document Number: L08000011930
FEI Number: 26-1880154

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath.

ALBERT PANZARELLA — 07/31/2010
Electronic Signature(s) — Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

PANZARELLA
WASTE & RECYCLING SERVICES

4581 WESTON ROAD #314 • WESTON, FLORIDA 33331
PHONE: 954-320-9594 • TOLL-FREE: 877-720-9594 • FAX: 888-522-5064
WWW.PANZARELLAWASTE.COM

Company Vehicle Maintenance List

UNIT #	YEAR	MAKE	MODEL	TAG #	TAG EXP	VIN NUMBER	BODY TYPE
101	2005	Volvo	VHD	N5345N	12/31/16	4V5KC9GF95N377595	Rolloff Galbreath
102	2013	Volvo	VHD	DCMH89	12/31/16	4V5KC9DG9DN566856	Rolloff Galfab
201	2000	Volvo	Exped	N6530S	12/31/16	4V2DC2UE1YN782041	Frontload E-Z Pack
301	1999	Ford	F-750	623YPB	12/31/16	3FEWF80CAXMA18615	CDU G2H
202	2006	Autocar	ACX	DXHB75	12/31/16	5VCDC6MF46H203531	Frontload Heil
401	2010	FREIGHTLINER	M-2106	N1929X	12/31/16	AS9836	Rearload Newway Cobra

ATTACHMENT "B"

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **873-11862**

Project Description: **Hauling & Disposak of Waste Water Treatment Grits, Rags, and Solids and Sludge**

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: **A.J. Panzarella, LLC dba Panzarella Waste & Recycling Services**

Authorized Company Person's Signature: **Albert Panzarella**

Authorized Company Person's Title: **Manager/Member, P.C.M., G.P.**

Date: **01/18/2017**

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PACKING SLIPS: It will be the responsibility **of** the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

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

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

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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

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

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

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

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

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

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

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

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

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

NAME	RELATIONSHIPS
-	
N/A	

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

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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

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

Please indicate which credit card payment you prefer:

☐ Master Card

☑ Visa Card

Company Name: **A.J. Panzarella LLC DBA Panzarella Waste & Recycling Services**

ALBERT PANZARELLA Name (Printed)	**ALBERT PANZARELLA** Signature
01/18/2017 Date:	**PRESIDENT, P.C.M., G.P.** Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

BIDDER'S COMPANY: **A.J. Panzarella LLC DBA Panzarella Waste & Recycling Services**

AUTHORIZED COMPANY PERSON:	**ALBERT PANZARELLA**	**ALBERT PANZARELLA**	**01/18/2017**
	NAME	SIGNATURE	DATE

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) **A.J. PANZARELLA, LLC DBA PANZARELLA WASTE & RECYCLING SERVICES**

Address: **4581 WESTON ROAD #314**

City: **WESTON** State: **FL** Zip: **33331**

Telephone No. **(877) 720-9594** FAX No. **(888) 522-5064** Email: **APANZARELLA@PANZARELLAWASTE.COM**

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: **30 days or less**
Total Bid Discount **(section 1.05 of General Conditions)**:
Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**: MBE ☐ WBE ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	**12/20/2016**	**3**	**12/28/2016**	**5**	**01/09/17**
2	**12/28/2016**	**4**	**12/30/2016**		

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

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

contained in this competitive solicitation.

Submitted by:

ALBERT PANZARELLA	**ALBERT PANZARELLA**
Name (printed)	Signature
01/18/2017	**MANAGER/MEMBER, P.C.M., G.P.**
Date:	Title

PART II, ITEM 06. OPTIONAL EQUIPMENT PURCHASE

The City currently owns nine (9) 20cy Roll-off containers which may be purchased by Contractor for use under this contract. Contractor shall inspect containers prior to providing pricing and will accept container condition as is. City shall not be responsible for any warranties, repairs or replacement of containers. City reserves the right to decline Contractor purchase offer.

Lot Price for all nine (9) 20cy Roll-off containers: $ **4050.00**

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. **873-11862**
TITLE: **Hauling and Disposal of Waste Water Treatment Grits, Rags, Solids and Sludge**

ISSUED: (12-20-16)

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

1. **Part I, Section 29 –**
   INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS - Now removed from solicitation

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: **A.J. PANZARELLA, LLC DBA PANZARELLA WASTE & RECYCLING SERVICES**
(Please print)

Bidder's Signature: **ALBERT PANZARELLA**

Date: **01/18/2017**

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. 2

ITB No. 873-11862
TITLE: Hauling and Disposal of Waste Water Treatment
Grits, Rags, Solids and Sludge

ISSUED: (12/28/16)

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

1. In response to Question 7 - Attached Charts for Grits and Rags - Loads and Tons for Fiscal Years 2015 and 2016

	Rags-Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2014	4	14.92	2	24.78
November 2014	4	15.58	2	24.03
December 2014	5	17.18	3	27.73
January 2015	5	22.47	3	30.7
February 2015	4	17.74	2	25.07
March 2015	5	23.27	2	23.19
April 2015	4	21.76	2	23.41
May 2015	3	16.66	2	22.94
June 2015	3	16.39	2	23.61
July 2015	3	15.29	1	9.01
August 2015	4	18.33	1	9.74
September 2015	3	15.19	1	8.88

Total FY 2015	**47**	**214.78**	**23**	**253.09**

	Rags- Loads	Rags (tons)	Grits- Loads	Grit (tons)
October 2015	3	14.18	1	10.84
November 2015	3	19.05	0	0
December 2015	4	21.45	2	26.33
January 2016	3	16.44	3	40.68
February 2016	3	17.43	3	35.75
March 2016	4	23.15	3	29.84
April 2016	4	18.75	3	43.61
May 2016	3	15.7	2	25.07
June 2016	4	13.65	3	28.12
July 2016	3	15.47	2	21.58
August 2016	3	15.19	3	27.33
September 2016	4	16.24	2	18.31
Total FY 2016	**41**	**206.7**	**27**	**307.46**

All other terms, conditions, and specifications remain unchanged.

(Laurie Platkin)
(Procurement Specialist II)

Company Name: **A.J. Panzarella LLC dba Panzarella Waste & Recycling Services**
(please print)

Bidder's Signature: **Albert Panzarella**

Date: **00/18/2017**