

**AGREEMENT FOR
HAULING AND DISPOSAL OF WASTEWATER TREATMENT SLUDGE**

THIS AGREEMENT, made this 7th day of MARCH 2017, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **Merrell Bros., Inc., an Indiana corporation authorized to transact business in the State of Florida**, ("Contractor") whose address is **8811 W 500 N, Kokomo, Indiana 46901, Phone: 574-699-7782, Email: lori@merrellbros.com**.

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

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) **Invitation to Bid No 873-11862, Hauling and Disposal of Wastewater Treatment Grits, Rags, Solids, and Sludge**, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the **ITB**, dated **January 16, 2017**, ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated MARCH 7, 2017, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

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

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on **May 1, 2017 and shall end on April 30, 2020.** **The City reserves the right to extend the contract for two additional one-year terms,** providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the

City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000.00

Pollution Liability/Environmental Insurance

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

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

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

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

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

O. Conflicts

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

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

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

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

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.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.


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.

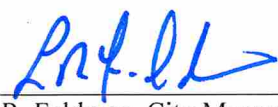
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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:


Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: 
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney


Assistant City Attorney

ATTEST:


Jean L. Merrell, Secretary

MERRELL BROS., INC.

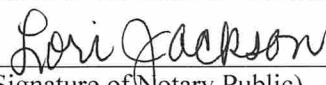
By: 
Nieta K. Merrell, President

(CORPORATE SEAL)

STATE OF INDIANA :
COUNTY OF HOWARD :

The foregoing instrument was acknowledged before me this 16TH day of MARCH, 2017, by **Nieta K. Merrell, as President of Merrell Bros., Inc, an Indiana corporation authorized to transact business in the State of Florida.**




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

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

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

Solicitation 873-11862

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

Bid Designation: Public



City of Fort Lauderdale

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

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

Bid Start Date Dec 16, 2016 2:02:11 PM EST

Bid End Date Jan 19, 2017 2:00:00 PM EST

Question & Answer End Date Jan 3, 2017 5:00:00 PM EST

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

Contract Duration 3 years

Contract Renewal 2 annual renewals

Prices Good for 120 days

Pre-Bid Conference Dec 28, 2016 2:00:00 PM EST
Attendance is optional
Location: G.T. Lohmeyer Waste Water Treatment Plant 1765 SE 18th Street
Fort Lauderdale, FL 33316

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

For additional information go to BidSync.com.

SPECIAL NOTE:
OPTIONAL EQUIPMENT FOR PURCHASE
See Page 39 to Include Pricing Offer

Added on Dec 28, 2016:

Addendum 1

Part I, Section 29 –

INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS - Now removed from solicitation
All other terms, conditions, and specifications remain unchanged.

Addendum 2

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

All other terms, conditions, and specifications remain unchanged.

Added on Dec 30, 2016:

Addendum 3

In response to Question 12 - Attached Pre-Bid Meeting Sign-in Sheet
All other terms, conditions, and specifications remain unchanged.

Added on Jan 9, 2017:

Addendum 4

The Bid Due Date has been changed. The new Bid Due Date is 01/19/17 at 2 pm.

All other terms, conditions, and specifications remain unchanged.

Addendum # 1

New Documents Addendum 1.doc

Addendum # 2

New Documents Addendum 2.doc

Addendum # 3

New Documents Addendum 2.doc

Removed Documents Addendum 2.doc

Addendum # 4

New Documents Addendum 3 - Pre-Bid Meeting Sign-in Sheet.pdf

Addendum # 5

Previous End Date Jan 18, 2017 2:00:00 PM EST New End Date Jan 19, 2017 2:00:00 PM EST

Item Response Form

Item 873-11862--01-01 - Grits, Rags, & Solids - Pre-Treatment Roll-off per Haul

Quantity 130 each

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 130

Description

Grits, Rags, & Solids – Pre-Treatment Roll-off - Haul + Disposal of annual pulls (110 GTL and 20 for Compost Plant in Dania)

Item 873-11862--01-02 - Grits, Rags, & Solids - Pre-Treatment Roll-off per Ton Disposal

Quantity 430 ton

Unit Price

Delivery Location

City of Fort LauderdaleSee ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 430

Description

Grits, Rags, & Solids – Pre-Treatment Roll-off - Haul + Disposal of annual pulls (110 GTL and 20 for Compost Plant in Dania)

Item

873-11862--01-03 - Sludge per Ton

Quantity

32500 ton

Unit Price

Delivery Location

City of Fort LauderdaleSee ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 32500

Description

Hauling and Disposal of Biosolids (Sludge) - Cost per ton

ITB # 873-11862

TITLE: HAULING AND DISPOSAL OF WASTE WATER TREATMENT GRITS, RAGS, SOLIDS AND SLUDGE

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

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

02. INFORMATION OR CLARIFICATION

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

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

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will be a pre-bid conference and/or site visit scheduled for Wednesday, December 28th, 2016 at 2 pm at the G.T. Lohmeyer Waste Water Treatment Plant. The plant is located at 1765 SE 18th Street Fort Lauderdale, FL 33316. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit. While attendance is not mandatory, tours at other times might not be available.

It will be the sole responsibility of the bidder to inspect the City's location(s), facilities, and systems prior to submitting a bid.

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

05. ELIGIBILITY

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

06. PRICING/DELIVERY

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

Contractor has the option to quote on (A) Grits, Rags and Solids – Hauling and Disposal, or (B) Sludge – Hauling and Disposal, or both (A) and (B).

To ensure the City receives the strongest pricing possible the City reserves the right to secure disposal services directly with a disposal or other processing residuals management facility. Should the City elect to competitively bid disposal at a later date and the awarded disposal facility's location exceed 20 driving miles of the Contractor's chosen facility from G.T. Lohmeyer (GTL) Wastewater Treatment, then the City agrees to compensate Contractor for the additional mileage at a rate agreed upon by the Contractor and the City. Such rate shall be a proration of the Contractor's hauling fee (excluding disposal cost) divided by miles to original disposal location.

(Example: Sludge rate is \$65.00/ton with an actual disposal cost of \$30.00/ton.)

\$65.00 sludge fee - \$30.00 disposal = \$35.00 per ton (Contractor hauling fee)

\$35.00/120 miles (shortest driving distance) to original disposal location = \$0.29/mile

25 additional miles to City's disposal location x \$0.29 = \$7.25

\$65.00 sludge fee + \$7.25 = NEW rate of \$72.25

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

07. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. METHOD OF AWARD

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

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

09. PRICE VALIDITY

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

10. GENERAL CONDITIONS

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

11. NEWS RELEASES/PUBLICITY

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

12. CONTRACTORS' COSTS

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

13. RULES AND SUBMITTALS OF BIDS

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

14. CONTRACT PERIOD(S)

The initial contract term for **Grits, Rags and Solids** shall commence upon date of award by the City or on March 8, 2017, whichever is later.

If proposed **Sludge** bid is less than the current contract pricing then contract may commence upon date of award by the City or on March 8, 2017, whichever is later, and if the proposed pricing is not lower than the current contract pricing then the contract will commence on December 15, 2017.

The contract(s) shall expire three (3) years from their start date(s). The City reserves the right to extend the contract(s) for two (2) additional one-year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

15. COST ADJUSTMENTS

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

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

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

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

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

16. FUEL SURCHARGE

Fuel surcharges may be accepted and shall be calculated as a percentage of the Contractor's hauling charge to the City (net disposal costs).

Fuel surcharges for Diesel will be adjusted quarterly according to the table in **Attachment "A"**, and will have a CAP of 6%.

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

Appropriate documentation must be provided by the Contractor to be considered for a fuel surcharge adjustment by the City. Contractor shall compute the fuel surcharge by determining the Department of Energy's US Average Diesel Price published on the 3rd Monday of the last month of the quarter. Contractor must provide this information to the City in a format acceptable to the City including the published DOE Retail On-Highway Diesel Price, the Contractor's hauling charge (net disposal costs) and the appropriate percentage charged as per the table in **Attachment "A"**.

<http://www.eia.gov/petroleum/gasdiesel/>

17. SERVICE TEST PERIOD

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

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

18. **CONTRACT COORDINATOR**

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

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

19. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

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

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

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

20. **INVOICES/PAYMENT**

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

1. Requestor name (for Roll-off hauls)
2. Location name
3. Location address
4. Size of container/trailer pulled (in cubic yards)
5. Service actions listed by service date and time
6. Total unit cost (per haul, etc.)
7. Disposal volume in tons for each pull or haul and associated disposal fee
8. Copies of disposal tickets shall be provided to the City attached to the invoice or in a manner agreed upon by the Contract Administrator

The disposal billed shall be a direct pass through to the City. There shall be no disposal surcharges.

21. PAYMENT METHOD

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

22. RELATED EXPENSES/TRAVEL EXPENSES

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

23. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

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

24. DELETION OR MODIFICATION OF SERVICES

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

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

25. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe

that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfaction, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

26. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice ten days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage \$2,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

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

Pollution Liability/Environmental Insurance

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

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

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

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

27. SUB-CONTRACTORS

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

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

28. INSURANCE – SUB-CONTRACTORS

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

29. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference

(interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

30. **BID SURETY- SLUDGE HAULING AND DISPOSAL**

Should you be bidding on line item **3** for **Sludge** then a bid security payable to the City of Fort Lauderdale shall be submitted with the bid response in the amount of five percent (5%) of the total bid amount. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful contractor as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the ITB.

Contractors that are submitting their bids electronically through BidSync must submit a scanned copy of their bid bond form with their bid submittal and must submit their original bid bond form within five calendar days from the bid end date for this ITB to the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 or they will be determined as non-responsive. A bid security in the form of a cashier's check must be an original document and must be submitted at time of the bid due date.

Failure of the successful bidder to execute a contract, provide a Performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within 30 days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

31. **PAYMENT AND PERFORMANCE BOND - SLUDGE HAULING AND DISPOSAL**

Should line item **3** for **Sludge** be awarded under this contract then the Contractor shall within 15 working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City 30 days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

32. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

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

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

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

33. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

34. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

35. SAFETY

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

36. CANADIAN COMPANIES

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

37. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

38. BID TABULATIONS/INTENT TO AWARD

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

39. VERIFICATION OF EMPLOYMENT STATUS

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

E-VERIFY Affirmation Statement (**Attachment "B"**) should be completed and submitted with Bidder's response to this ITB.

40. SAMPLE CONTRACT AGREEMENT

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

<http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT%20TEMPLATE%20SERVICE%20060214.pdf>

41. SERVICE ORGANIZATION CONTROLS

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

42. LOCAL BUSINESS PREFERENCE - GRITS, RAGS & SOLIDS HAULING AND DISPOSAL

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

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

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

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://fortlauderdale.gov/home/showdocument?id=6422>

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

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

43. PUBLIC RECORDS

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter

119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

END OF SECTION

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**01. GENERAL INFORMATION/INTENT**

The City of Fort Lauderdale is seeking qualified Contractor(s) to remove, transport, stabilize and/or dispose of waste water grits, rags, solids (pre-treatment) and biosolids (post-treatment) from the G.T. Lohmeyer (GTL) Wastewater Treatment Facility to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Florida Department of Environmental Protection (FDEP) regulations. The City prefers disposal to an FDEP permitted Residuals Management Facility (RMF) which generates a Class A or Class AA material for use in land application, biofuel production or other approved beneficial reuse of the product. All material shall be disposed of in a manner that complies with all federal, state and local regulations. The selected Contractor will be fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations.

GTL is a secured facility and the Contractor shall follow the City's entrance/exit procedures as required by ISO14001 (See Part II- Section 04- ISO 14001).

02. PERMITS, TAXES, LICENSES AND FEES

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

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

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

03. DISPOSAL PLAN/PRICING

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

To ensure the City receives the strongest pricing possible the City reserves the right to secure disposal services directly with a disposal or other processing residuals management facility. Should the City elect to competitively bid disposal at a later date and the awarded disposal facility's location exceed 20 driving miles of the Contractor's chosen facility from G.T. Lohmeyer (GTL) Wastewater Treatment, then the City agrees to compensate Contractor for the additional mileage at a rate agreed upon by the Contractor and the City. Such rate shall be a proration of the Contractor's hauling fee (excluding disposal cost) divided by miles to original disposal location.

04. ISO 14001 ENVIRONMENTAL & SUSTAINABILITY MANAGEMENT SYSTEM

The City of Fort Lauderdale operates an Environmental & Sustainability Management System (ESMS) that meets the requirements of the International Organization of Standards (ISO) 14001 at various City locations. An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of the City of Fort Lauderdale who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that contractor's and subcontractor's personnel have significant potential to affect environmental performance and regulatory compliance within the City of Fort Lauderdale.

Therefore, Contractor's personnel and City's personnel must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance. Conformance with the environmental policy and all requirements is expected of all contractors, subcontractors, suppliers and their employees while working on or within a site regulated by the City's ESMS. Failure to follow these requirements may be grounds for termination for cause of any contract resulting from this competitive solicitation, and any other legal remedies available to the City or other regulatory entity.

All proposed costs, including subcontractors costs, shall include any and all means and methods required to perform the work and provide all goods and services under the performance of any contract resulting from this competitive solicitation that are in absolute compliance with the City's ESMS. No claim of ignorance or misunderstanding shall alleviate the successful respondent from their obligations under any contract resulting from this competitive solicitation that are in absolute compliance with the City's ESMS and at the agreed upon prices.

The City's ESMS environmental policy, objectives and targets that each contractor shall be required to comply with can be found at the following link:

<http://gyr.fortlauderdale.gov/greener-government/greening-our-routine-esms/esms-manual-george-t-lohmeyer>

05. VOLUMES - GRITS, RAGS AND SOLIDS (PRE-TREATMENT)

The City of Fort Lauderdale currently hauls its own grits, rags and solids using 20 cubic yard roll-off open tops and its own trucking equipment. These materials have been taken to the Monarch Hill Landfill, owned and operated by Waste Management Inc. of Florida.

The City seeks to have a Contractor provide appropriately-sized roll-off containers or alternative, as approved by the City, hauled by the Contractor to an appropriate FDEP permitted Residuals Management Facility (RMF) or other disposal location as determined by the Contractor, and approved by the City. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FDEP). The operating permit for GTL and FDEP does allow for incineration of pre-treatment grits, rags and solids.

Biosolids generated by this facility may be transferred to Department Approved biosolids Treatment Facility and/or for bioenergy or disposed of in a Class I solid waste landfill.

The table following reflects volumes hauled by the City for rags and grits for the period October 2014 through September 2016 from the GTL Wastewater Treatment Facility.

CONTINUED ON NEXT PAGE

	Rags (tons)	Grit (tons)
October-2014	14.92	24.78
November-2014	15.58	24.03
December-2014	17.18	27.73
January-2015	22.47	30.7
February-2015	17.74	25.07
March-2015	23.27	23.19
April-2015	21.76	23.41
May-2015	16.66	22.94
June-2015	16.39	23.61
July-2015	15.29	9.01
August-2015	18.33	9.74
September-2015	15.19	8.88
Total FY 2015	214.78	253.09

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

- A. Containers will be loaded by City personnel with grits, sand and rags, etc. as removed from the influent stream.
- B. Contractor will pick up full containers within 24 hours of notification from the City.
- C. Contractor will drop off an empty container when removing the full container.
- D. Service hours will be Monday through Saturday, excluding New Year's Day, July 4th, Thanksgiving and Christmas Day.
- E. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, due to any violation.
- F. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations.

1. Should the Contractor fail to clean any spill in a satisfactory or timely fashion, City reserves the right to arrange for proper clean up and shall charge all costs back to the Contractor. Any penalties associated with such a spill shall also be charged to the Contractor.
- G. Estimated 110 annual pulls annually from GTL Wastewater Treatment Facility.
- H. All containers used during the term of this agreement shall be clean and in good condition. Costs of liners which may be necessary should be included in the bid price and provided by the Contractor. The City reserves the right to request a replacement container for any equipment not meeting the City's standards. Such replacement shall be delivered and the defective container removed within 48 hours of the City's request.
- I. The City, at its discretion, may provide a staging area for empty containers, if the Contractor so desires. The City assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use City property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the City. All equipment parked on City property must be properly tarped/covered when not actively being loaded.
- J. Compost Plant: In addition, the City currently has 2-20cy Roll-off containers placed at its location (Compost Plant) at 4030 S. State Road 7 in Dania Beach. Total tons for pre-treatment grits, rags and solids average 122.5 annually with an average of 20 total pulls. These containers may be relocated to another location within Broward County but volumes will remain the same.

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

07. VOLUMES - SLUDGE

GTL currently has an agreement for dewatered raw waste-activated biosolids (sludge), including transportation, treatment and disposal. The current agreement expires on December 14, 2017. The existing contractor removes dewatered raw waste-activated biosolids in dump trailers and disposes of the unstabilized biosolids at a Waste Management's Okeechobee Landfill or JFE Compost, also located in Okeechobee, Florida.

Bidder will transport to any FDEP permitted Residuals Management Facility (RMF) which generates Class A or Class AA material for use in land application, biofuel production, etc. or other disposal location as determined by the Contractor, and approved by the City. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FDEP).

City reserves the right to request copies of all current FDEP permits for the RMF or disposal facility to be utilized by the Contractor for disposing of or receiving of biosolids generated by the City. Contractor shall require any RMF receiving biosolids produced by the City to enter into an agreement with the City as provided for in Section 62-640.880 F.A.C.

<https://www.flrules.org/gateway/RuleNo.asp?id=62-640.880> and City FDEP permit FLA041378 to provide the City with an acknowledgement that the facility has sufficient permitted capacity to receive the biosolids and agrees to operate in accordance with its permits and applicable law.

The operating permit for GTL allows for biosolids to be disposed in a Class I solid waste landfill, in accordance with Chapter 62-701 F.A.C.

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-701>

Contractor will be responsible for all operations and maintenance requirements to transport, treat and dispose of biosolids in accordance with Chapter 62-640 F.A.C.

<http://www.dep.state.fl.us/legal/Rules/wastewater/62-640.pdf>

And Title 40 CFR Part 503 http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr503_main_02.tpl. Per rule 62-640.880 F.A.C. the City shall not be held responsible for treatment, management, use or disposal violations that occur after its residuals have been accepted by a permitted residuals management facility or disposal facility with which the City has an agreement to accept biosolids.

The City will maintain responsibility for operation and maintenance of all "wet end" equipment up to and including the belt filter press and their associated screw conveyors. The City will be responsible for depositing dewatered raw waste-activated biosolids into dump trailers provided by the Contractor for further treatment and disposal after authorized release by the City.

Contractor will be fully responsible for all conveyance of dewatered raw waste-activated biosolids. The Contractor shall be responsible for weighing of loaded trucks at the disposal site or public weigh station convenient to the delivery route. The City may use truck scales located at GTL to verify the weight of empty and loaded trailers. The Contractor's area of responsibility will include, but not be limited to, vehicle traffic in accordance with all regulatory requirements including the Florida Department of Transportation and OSHA, as required.

- A. Trailers will be loaded by City personnel with dewatered raw waste-activated biosolids as removed post-treatment.
- B. Contractor will haul full containers Sundays 4 pm through Fridays 4pm as needed.
 1. Containers should be hauled at a frequency that prevents any excessive odor issues.
 2. Any offending trailer should be hauled within three hours once contractor is notified by contract administrator.
- C. Contractor will place an empty trailer when removing the full trailer.
- D. Service hours will be Sunday 4pm through Friday 4pm, excluding New Year's Day, July 4th, Thanksgiving and Christmas Day. Normal hauling days are Monday through Friday dependent upon landfill or RFF operations and GTL operational needs. This does not preclude expanded or reduced hours of operations due to plant conditions.
- E. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, due to any violation.
- F. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations.
 1. Should the Contractor fail to clean any spill in a satisfactory or timely fashion, City reserves the right to arrange for proper clean up and shall charge all costs back to the Contractor. Any penalties associated with such a spill shall also be charged to the Contractor.
- G. Should a mechanical breakdown occur in route to the disposal site, Contractor shall immediately dispatch a tow truck or repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the sole responsibility of the Contractor and carried out at their expense.

- H. The City, at its discretion, may provide a staging area for empty trailers at GTL, if the Contractor so desires. The City assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use City property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the City. All equipment parked on City property must be properly tarped/covered when not actively being loaded. There is room to accommodate seven (7) trailers at one time.
- I. Estimated 1315 hauls annually and 32,500 tons.

Sludge Volumes	Loads	Tons
October-2014	113	2584.36
November-2014	99	2335.35
December-2014	112	2777.25
January-2015	112	2606.78
February-2015	112	2712.23
March-2015	129	3151.56
April-2015	128	3106.25
May-2015	101	2346
June-2015	105	2387.02
July-2015	98	2260.76
August-2015	100	2461.24
September-2015	105	2506.97
Total FY 2015	1314	31235.77

Sludge Volumes	Loads	Tons
October-2015	90	2263.47
November-2015	94	2439.35
December-2015	112	2772.28
January-2016	111	2779.7
February-2016	107	2531.67
March-2016	122	2995.22
April-2016	120	2846.03
May-2016	134	3319.05
June-2016	119	3004.8
July-2016	98	2446.77
August-2016	111	2721.65
September-2016	97	2392.41
Total FY 2016	1315	32512.4

- J. All trailers used during the term of this agreement shall be clean and in good condition. The City reserves the right to request a replacement trailer for equipment not meeting the City's standards. Such replacement shall be delivered and the defective trailer removed within 24 hours of the City's request.
- K. Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein,

and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production.

Land Application: All properly stabilized material is eligible for land application, if available. Contractor shall, in case of disposal by land application:

- A. Provide a copy of the agricultural use plan for each site to the City for inclusion in the City's operating permit.
- B. Obtain and maintain in good standings all necessary local, regional, state and federal permits and licenses to transport, store and land apply biosolids from the City to the Contractor's site.
- C. Provide the City with detailed land application records at the site in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. These records will include local ticket manifests and database management of application rates for six (6) months' summary updates. A monthly summary of all records will be sent to the City.
- D. Contractor shall assume all biosolids life cycle responsibility as defined by FDEP and USEPA in F.A.C. Chapter 62-640 and Title 40 CFR Part 503.

07. RETENTION OF RECORDS - SLUDGE HAULING AND DISPOSAL

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

08. LIQUIDATED DAMAGES - SLUDGE HAULING AND DISPOSAL

Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, will result in the assessment of damages, as described below.

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

The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

END OF SECTION

ATTACHMENT – A

FUEL SURCHARGE TABLE (PRICES PER GALLON)		
AT LEAST	BUT LESS THAN	SURCHARGE
	\$1.50	-1.75%
\$1.50	\$1.58	-1.50%
\$1.58	\$1.66	-1.25%
\$1.66	\$1.74	-1.00%
\$1.74	\$1.82	-0.75%
\$1.82	\$1.90	-0.50%
\$1.90	\$1.98	-0.25%
\$1.98	\$2.06	0.00%
\$2.06	\$2.14	0.25%
\$2.14	\$2.22	0.50%
\$2.22	\$2.30	0.75%
\$2.30	\$2.38	1.00%
\$2.38	\$2.46	1.25%
\$2.46	\$2.54	1.50%
\$2.54	\$2.62	1.75%
\$2.62	\$2.70	2.00%
\$2.70	\$2.78	2.25%
\$2.78	\$2.86	2.50%
\$2.86	\$2.94	2.75%
\$2.94	\$3.02	3.00%
\$3.02	\$3.10	3.25%
\$3.10	\$3.18	3.50%
\$3.18	\$3.26	3.75%
\$3.26	\$3.34	4.00%
\$3.34	\$3.42	4.25%
\$3.42	\$3.50	4.50%
\$3.50	\$3.58	4.75%
\$3.58	\$3.66	5.00%
\$3.66	\$3.74	5.25%
\$3.74	\$3.82	5.50%
\$3.82	\$3.90	5.75%
\$3.90	CAP	6.00%

ATTACHMENT "B"
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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

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

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

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

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

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

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

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

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

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

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

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

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

Contractor shall:

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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

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

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

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

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

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 BIDSYNCH 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:

Name (printed)

Signature

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: \$



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-838-5933 Fax 954-828-6576
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):

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

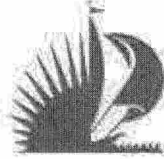
All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name:
(Please print)

Bidder's Signature:

Date:



City of Fort Lauderdale • Procurement Services Division
 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
 954-828-5933 Fax 954-828-6676
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):

- I. 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
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	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:

(please print)

Bidder's Signature:

Date:

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

Overall Bid Questions

Question 1

1. What is the current price for the sludge transportation and disposal?
2. What were the total sludge volumes for 2015 and year to date 2016?
3. Where is the sludge currently being disposed? (Submitted: Dec 19, 2016 12:29:57 PM EST)

Answer

- 1. \$63.90/Ton
- 2. See solicitation pg. 22
- 3. See solicitation pg. 20 (Answered: Dec 19, 2016 1:03:15 PM EST)

Question 2

1. How are disposal adjustments handled? Typically these are a pass through as the Contractor has no control, but we do not see language in the bid to address this?
2. Since there seems to be at least 1 load per or more of material (either one) is there a way to set a scheduled pickup rather than "on call"?
3. Is access available 24 hours at the facilities?
4. Will the equipment for sale be on site to view at the pre bid tour?
5. Does the City have a preferred Disposal Facility or Residual Management Facility for the contractor to utilize?
6. Insurance for Collection of Credit Card Payments #29: We have never seen this in any bid. It is the City's preference to pay via P Card, so why should it be the Contractors responsibility to maintain this type of insurance that will increase the cost to the City?
7. Is there any alternative to question #6? (Submitted: Dec 20, 2016 6:21:44 AM EST)

Answer

- 1. Any disposal fees billed should be a direct pass through to the City. Increases or decreases in fees should be provided to the City in writing, along with notifications from the disposal facility that validate the change in rate. The City will honor customary annual CPI changes as required by the disposal facility.
- 2. Loads vary based on operations of the plant. Whenever possible, the City will attempt to "schedule" service with the vendor to provide as much notice as possible. There may be times when this is not an option.
- 3. Access to the GTL Plant is typically available 24 hours per day. There may be exceptions during holidays or emergency conditions.
- 4. Equipment is stored at GTL or at the City's wellfield site. Access to view both locations will be available to any bidder interested during the pre-bid conference.
- 5. No.
- 6 and 7. Part 1, Section 29 - Removed from Solicitation. See Addendum 1. (Answered: Dec 20, 2016 1:38:02 PM EST)

Question 3

1. What is a Form G-107 Rev. 02/15 (GC)? (Submitted: Dec 20, 2016 8:51:02 AM EST)

Answer

- This refers to the General Terms starting on page 26 of the solicitation. (Answered: Dec 20, 2016 9:17:20 AM EST)

Question 4

- Are there any other fees or charges the hauler needs to pay such as franchise fees? (Submitted: Dec 22, 2016 2:54:08 PM EST)

Answer

- There are no Franchise Fees and no additional fees that are due to the City. (Answered: Dec 28, 2016 8:55:38 AM EST)

Question 5

1. If the Grit, Rags, & Solids Haul Rate is submitted as a flat rate "Per Haul" does the disposal site and mileage that haul rate was calculated on need to be submitted with Bid?

2. Can an "Optional Bid" be submitted? (Submitted: Dec 27, 2016 7:24:46 AM EST)

Answer

- 1. The disposal site along with any relevant information pertaining to processing and disposal should be identified in the Bidder's disposal plan.
 - 2. Please provide additional information on the "Optional Bid" request. "Optional Bid" for what exactly?
- (Answered: Dec 28, 2016 10:36:10 AM EST)

Question 6

1. Who is the contract administrator for this contract? (Submitted: Dec 28, 2016 4:40:06 AM EST)

Answer

- The City identifies a contract administrator for each contract based on services provided, expertise required and charge point. While the individual has not yet been identified, it will be a Public Works team member.

(Answered: Dec 28, 2016 8:55:38 AM EST)

Question 7

1. Grit, rags, & Screenings tonnage chart. Can the number of loads per month and associated tonnage per load or total tonnage for the month be listed as with the sludge charts? (Submitted: Dec 28, 2016 6:25:19 AM EST)

Answer

- See Addendum 2 for requested informational charts. (Answered: Dec 28, 2016 11:21:38 AM EST)

Question 8

1. What exactly is the material being disposed of in the 2 - 20 yard containers at the Compost Plant? The concern is there is no treatment plant processing waste there, and looks as though Vac trucks are being dumped in 20 yard containers set up as "dewatering containers". "Dewatering Containers" were not specified in the bid specs, and material with a high content of liquid cannot be transported due to weight laws and the chance of leakage in standard rolloff containers.

Please explain further or advise. (Submitted: Dec 28, 2016 10:49:40 AM EST)

Answer

- The materials are solids collected from wet well cleanings and blockages. Most contain rags, grease, or other solids. Yes the material is wet when received but the materials are allowed to dry before being transported. We do not transport any liquids. (Answered: Dec 28, 2016 12:19:52 PM EST)

Question 9

1. What is the height of the loading dock where the grit and screenings containers are located?

2. The bid does not specify any "special 20 yard containers with a low cut side" as viewed at the compost plant and at GTL. We assume vac trucks are dumping directly into the container, but it will only hold 50% of the yardage due to the cut down size.

Is there anticipated to be another loading procedure into standard size rolloffs? (Submitted: Dec 28, 2016 4:13:09 PM EST)

Answer

- 1) Please clarify... what dimensions they you looking for - height of the floor from the ground? height of the door opening from the floor of the dock? height of the door opening from the ground?
- 2) The City will allow the use of the existing containers, which will remain the property of the City. Any damages caused by Contractor's negligence will be the responsibility of the Contractor. Normal maintenance of the containers remains the responsibility of the City. (Answered: Jan 10, 2017 1:29:17 PM EST)

Question 10

What is the current price for sludge disposal at the two disposal sites utilized? In the specifications it is apparent the contractor will need to disclose the cost of disposal at the new or existing sites utilized to dispose sludge, as this will be a 'direct pass through to the city with no markup'. So in the current total of \$63.90 per ton, what is the cost of disposal at each of the two disposal sites: JFE Brighton Compost and WM Okeechobee landfill? (Submitted: Dec 28, 2016 5:58:50 PM EST)

Answer

- The City is currently billed a flat rate per ton as bid by the current contractor. While we do receive a copy of the disposal ticket to reconcile the tons billed, the disposal tickets do not list the cost per ton of disposal or

processing. (Answered: Dec 30, 2016 12:12:02 PM EST)

Question 11

How many tons of sludge annually are disposed at each of the two locations: JFE Brighton Compost and WM Okeechobee? (Submitted: Dec 28, 2016 6:01:16 PM EST)

Answer

- As the City only reconciles the tons billed to us via the Contractor's invoice, we do not currently track tons by disposal location. (Answered: Dec 30, 2016 12:13:07 PM EST)

Question 12

1. please provide a copy of the sign in sheet from the pre bid conference. (Submitted: Dec 29, 2016 4:08:29 PM EST)

Answer

- See Addendum 3 (Answered: Dec 30, 2016 8:33:23 AM EST)

EXHIBIT B

City of Fort Lauderdale

Merrellbros., Inc.

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

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

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

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:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	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 BIDS SYNC 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
Name (printed)

TED MERRELL
Signature

01.16.2017
Date:

VICE PRESIDENT
Title



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

② ✓ 3/15/17 ②

Today's Date: 03/9/2017

DOCUMENT TITLE: MERRELL BROS., INC. - AGREEMENT FOR HAULING AND DISPOSAL OF WASTEWATER TREATMENT SLUDGE

COMM. MTG. DATE: 03/07/2017 CAM #: 17-0182 ITEM #: PUR-4 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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

1) Dept: Procurement Router Name/Ext: L. Blanco/5141 # of originals routed: 2 Date to CAO: 3/9/2017

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/14/17

Rhonda Montoya Hasan
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 3/14/17

4) City Manager's Office: CMO LOG #: 11449 Document received from: _____

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM

(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☒ CCO Date: 3/15/17

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

6) City Clerk's Office: Retains 1 Original and forwards 1 original to: L. Blanco/Procurement/5141

Attach _____ certified Reso # 17- ☐ YES ☒ NO

Original Route form to CAO/J. Larregui

Rev. 12/22/16