

Solicitation 875-11864

Curbside Recycling Collection Services

Bid Designation: Public



City of Fort Lauderdale

Bid 875-11864

Curbside Recycling Collection Services

Bid Number 875-11864
 Bid Title Curbside Recycling Collection Services

Bid Start Date Dec 23, 2016 2:56:12 PM EST
 Bid End Date Jan 20, 2017 2:00:00 PM EST
 Question & Answer End Date Jan 11, 2017 5:00:00 PM EST

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

Pre-Bid Conference Jan 10, 2017 4:15:00 PM EST
 Attendance is optional
 Location: City of Fort Lauderdale - City Hall
 100 N. Andrews Avenue
 3rd Floor, Large Conference Room
 Fort Lauderdale, FL 33301

Addendum # 1

Previous End Date Jan 16, 2017 2:00:00 PM EST New End Date Jan 17, 2017 2:00:00 PM EST

Changes were made to the following items:
 Curbside Recycling Collection Services

Addendum # 2

Previous Q & A End Date Jan 10, 2017 5:00:00 PM EST New Q & A End Date Jan 11, 2017 5:00:00 PM EST

Pre-Bid Conference Changes Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.

Changes were made to the following items:
 Curbside Recycling Collection Services

Addendum # 3

New Documents Addendum 3.doc

Changes were made to the following items:
 Curbside Recycling Collection Services

Addendum # 4New Documents **Addendum 4 - Sign In Sheet.pdf****Changes were made to the following items:**

Curbside Recycling Collection Services

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as the Bidder or Contractor, to provide curbside collection services for the City's Public Works Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to www.BidSync.com.

Added on Jan 3, 2017:**Addendum 1 - 01/03/17**

Proposal Due Date Change - City Closed on 01/16/17

New Due Date is 01/17/17 2:00 pm.

All other terms, conditions, and specifications remain unchanged.

Added on Jan 5, 2017:**Addendum 2**

Pre-Bid Conference Date Change - Now 1/10/17

Location and Time (4:15 pm) Remain the Same

Last Day for Questions Date Change - Now 1/11/17 5 pm

All other terms, conditions, and specifications remain unchanged.

Added on Jan 9, 2017:**Addendum 3**

In reference to Question 8 see attached Addendum.

All other terms, conditions, and specifications remain unchanged.

Added on Jan 11, 2017:**Addendum 4**

In reference to Question 48 see attached Addendum.

All other terms, conditions, and specifications remain unchanged.

Added on Jan 11, 2017:**Addendum 5**

In reference to Question 35 .

The line of text has been removed and a new Cost Proposal Page has been uploaded as Addendum 5.

All other terms, conditions, and specifications remain unchanged.

Added on Jan 12, 2017:**Addendum 6**

Proposal Due Date Change - **Now due Friday, January 20, 2017**

All other terms, conditions, and specifications remain unchanged.

Addendum # 1**Addendum # 2****Addendum # 3****Addendum # 4**

City of Fort Lauderdale
Curbside Recycling Collection Services
RFP # 875-11864

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

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s), hereinafter referred to as the Bidder or Contractor, to provide curbside collection services for the City's Public Works Department, Sustainability Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

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

**City of Fort Lauderdale - City Hall
100 N. Andrews Avenue
3rd Floor, Large Conference Room
Fort Lauderdale, FL 33301
4:15 PM**

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 Contractors attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/ conference prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

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

responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

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

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal 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 proposal 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 RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

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

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

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

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

Prices proposed shall be valid from time of RFP opening until anticipated start date of December 1, 2017 (see Section II, Item 2.31), unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

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

satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.7 Related Expenses/Travel Expenses

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

2.8 Payment Method

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

2.9 Mistakes

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

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

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

2.11 Modification of Services

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

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

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

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

2.12 No Exclusive Contract

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

2.13 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://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

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

2.15 Responsibility

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

2.16 Minimum Qualifications

Proposers shall be in the business of residential and commercial solid waste and recycling collections and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least three entities similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in residential and commercial solid waste and recycling collections. Local manager assigned to supervise work must have sufficient experience in solid waste and recycling collections operations and have

served as the manager for collection activities of similar size and complexity to the City of Fort Lauderdale.

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

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

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

2.17 Lobbying Activities

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.

2.18 Protest Procedure

2.18.1 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/departments/finance/procurement-services/notices-of-intent-to-award>.

2.18.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.19 Public Entity Crimes

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

2.20 Subcontractors

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

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

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

2.22 Payment and Performance Bond

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

2.22.2 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.

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

2.23 Insurance Requirements

2.23.1 The Contractor shall furnish proof of insurance requirements as indicated. 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.

2.23.2 The City of Fort Lauderdale shall be given notice 10 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.

2.23.3 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 RFP 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 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 \$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 Proposer, 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, Room 619
Fort Lauderdale, FL 33301

2.24 Award of Contract

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

2.25 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.26 Damage to Public or Private Property

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

2.27 Safety

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

2.28 Uncontrollable Circumstances ("Force Majeure")

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

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

2.29 Canadian Companies

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

2.30 News Releases/Publicity

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

2.31 Contract Period

The initial contract term shall commence upon date of award by the City or December 1, 2017, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional two (2) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

2.32 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal. Unit counts will remain firm for the initial contract term and will be adjusted based on the City's billing system for each extension executed. If there are any additions to the number of residential units due to annexation of service areas or expansion of service include to other properties, the City shall advise Contractor in writing within 30 days of service commencement. Contractor will be compensated for the additional units at the rates in effect at that time.

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

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

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

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

2.33 Service Test Period

The City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. The test period is established to ensure that the awarded contractor can demonstrate the ability to meet the terms of this contract as it relates to staffing, equipment and service and is following their approved operational plan. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

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

2.34 Contract Coordinator

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

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

2.35 Contractor Performance Reviews and Ratings

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.

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

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

2.36 Substitution of Personnel

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

2.37 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 "A"**) should be completed and submitted with Proposer's response to this RFP.

2.38 Warranties of Usage

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information/Intent

The City of Fort Lauderdale is seeking qualified Contractor(s) to perform curbside recycling collections as contained herein:

Residential Recycling Units:	37,298
Commercial Recycling Units:	590

The City of Fort Lauderdale provides for once weekly collection of curbside single-stream recyclables, using semi-automated carts in 65-gallon and 90-95 gallon capacities. These carts were deployed in 2012 citywide.

3.2 Permits, Taxes, Licenses and Franchise Fees

Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale.

https://www.municode.com/library/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH24SOWA_ARTIIIPRCOSE

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

To be considered for award of this contract, the Contractor should hold a current license for Essential Municipal Services issued by the City and be considered a licensed private collector prior to contract award. Link to Essential Municipal Services application below:

<http://qyr.fortlauderdale.gov/home/showdocument?id=14317>

The Contractor shall be responsible for the collection and processing/disposal of recyclables in accordance with his or her license to perform such service in the City.

A City of Fort Lauderdale Business Tax Receipt is required prior to contract award if Contractor's place of business or office is located within the City limits.

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

The City's franchise fee does not apply to this contract.

3.3 Service Areas

The City currently provides garbage cart collection two (2) times per week, yard waste cart collection one (1) time per week and single stream recycling cart collection one (1) time per week as per the Solid Waste Collection Map(s) (**See Exhibit "A"**). Larger map copies can be obtained by calling the Service Counter at 954-828-5051. This solicitation is limited to recycling collection service.

3.4 Carts- Curbside Recycling

The City has issued each customer a blue 65-gallon (semi-automated) wheeled cart for single stream recycling collections. A limited number of customers may have 90 or 95-gallon recycling carts, and a limited number of customers may have more than one recycling cart.

It will be the City's responsibility to procure new recycling carts including, but not limited to, cart specifications, design, branding and in-mold labelling. The costs related to the procurement of carts will be borne by the City, except as outlined below.

The Contractor will be responsible to deliver, repair, remove, and replace recycling carts. Requests will be forwarded to Contractor via electronic correspondence (e-mail). Completion should occur on the customer's scheduled service day whenever possible or scheduled directly with the customer when needed. All requests must be handled within five (5) business days (Monday through Saturday) following the day of the request.

Carts were initially deployed between July 2012 and September 2012 and have an expected life of ten (10) years or more. For the period September 1, 2015 through August 31, 2016 (12 calendar months), the City performed the following actions:

Recycling cart deliveries:	797 total
Recycling cart exchanges/repairs:	462 total
Recycling cart removals:	127 total

At this time, cart inventory is kept at the City's storage yard located at 1901 NW 6th Street in Fort Lauderdale. The yard can be accessed Monday through Friday from 7am until 3:30 pm. The City will allow for approved storage of carts at the Contractor's own facility, pending Contract Coordinator's written approval. At no time shall a City-owned cart be used for open market commercial activities or for any purpose other than delivery to a recognized City customer.

Contractor shall be responsible for the repair of any recycling carts (excluding body cracks or approved non-reparable damages) prior to returning the cart to inventory.

Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be disposed of consistent with County and State regulations.

The Contractor shall be responsible for the replacement value or repair costs for loss or damage of any recycling container caused by the negligence of his or her agents or employees or due to faulty collection equipment. The City shall inspect each cart returned and provide the Contractor an invoice for carts deemed to be damaged due to Contractor's negligence. Carts that cannot be repaired will be charged to the Contractor in full. Damaged carts will be returned to the Contractor at Contractor's request, with the Contractor responsible for all transportation costs and logistics, for appropriate recycling. At no time shall a City cart with a recognizable brand (lid, hot stamped body, RFID tag) be reused or repurposed upon return to the Contractor. The City reserves the right to request documentation or proof of recycling. Contractor may choose to allow the City to recycle damaged carts at the City's expense.

Unserviceable or missing containers must be reported to the City in writing by the Contractor prior to the following collection day. Current value of a 65-gallon recycling cart is \$39.72 and a 95-gallon cart is \$49.47. Value is subject to change based on market conditions.

The City uses handheld scanners to record all recycling cart activities. One scanner will be issued to the Contractor for this purpose. The hand scanner is to be used only in cart delivery, removal or exchange/repair operations. It is not intended for use as part of collection operations. Scanners must be connected to a proprietary software system hosted by the City's cart

vendor so that scanned data may be uploaded. This process is required a minimum of once weekly. Contractor will be provided access and unique log-on by the cart vendor. Contractor will be responsible for the replacement value of the scanner should it be damaged or lost.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress or egress (driveways) from any property. Carts shall remain upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. City-owned carts shall be handled with due care at all times.

The City currently does not track the number of recycling carts by location.

3.5 Pick-Up Locations- Curbside Recycling

Single-stream recycling collection service is provided to residential customers of single family and multi-family living units under 4 units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must demonstrate the ability to properly quantify all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in an alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the cart to the truck in order to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually push the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified and requested by the City.

The Contractor shall provide Service for the Disabled as described in Part II, Section 08.

It will be the sole responsibility of the Bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the Bidder become familiar with all routes to understand the requirements and equipment necessary to provide single-stream recycling cart collection to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials and labor required.

All customers serviced by the Contractor within the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety, incident, etc. the Contractor shall make every effort to service the customer including rolling carts to the truck, and coordinate with City staff during these instances.

3.6 Pick-Up Policy- Curbside Recycling

- A.** Recycling shall not be collected in the same vehicle as trash, yard waste or other commodity unless authorized by the City.
- B.** Recycling cart collection shall be once per week on specific days for each neighborhood as determined and approved by the City.
- C.** Contractor shall collect all extra recyclables placed on top of or beside the cart.
- D.** Following the Christmas holiday, Contractor shall pick up all extra recyclables on top of and on the side of the cart to assist the customer with exceptional recycling needs. This

service shall also be provided if the collection route is only partially completed or skipped entirely due to an unusual event, such as a hurricane.

- E. Route Supervisor shall report to City via e-mail any location that continuously places additional recycling out for collection or continuously has an overflowing cart. The City will inspect address reported for adequate service.
- F. The City's single-stream recycling program currently accepts the following:
 - 1) Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include:
 - a. Newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta;
 - 2) Aluminum food and beverage containers;
 - 3) Steel food and beverage containers;
 - 4) All plastic bottles and containers marked as Recyclables 1, 2, 3, 4, 5, 6 or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc. Plastic containers that held motor oil, pesticides, herbicides, hazardous chemicals or hazardous materials are excluded;
 - 5) Aseptic containers (milk and juice cartons, drink boxes);
 - 6) Glass and food or beverage containers- clear brown or green; and
 - 7) Cardboard from non-grocery items such as shipping boxes
- G. The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30 days written notice should there be a change in what materials are accepted.
- H. Clean Recyclables- All recyclables must be "clean" (Free of waste or other non-recyclable debris) and placed inside the cart. Driver shall inspect the cart for contamination before dumping. If the contamination cannot be removed, Contractor shall leave the cart and tag the container with notice of contamination. Contractor shall report all carts tagged to the City within the same business day of tagging the cart. City shall provide tags to the Contractor for this purpose.
- I. Residents can schedule pick-ups of large amounts of cardboard by contacting Customer Service. Contractor will accommodate these pick-ups as requested as directed by the City. Average requests are five per month. There will be no additional cost to the City for this service.
- J. Carts shall be placed at the curb or swale by 7:00 am on day of pick-up, but no earlier than the night before a scheduled pick-up day.
- K. Missed and Late Set Outs: There shall be no claims by the Contractor of late set outs on the collection routes.
- L. The Route Supervisor shall be responsible to ensure that all collection routes have been completed and all customer complaints have been addressed by the end of each collection day. E-mail verification will be provided by each Route Supervisor to the City's Contract Coordinator or designee(s) once collections have been completed each day. Crews will return to an address (customer location) on the scheduled route day when requested to provide service for a customer.

3.7 Complaints

The City of Fort Lauderdale's 24-hour Customer Service Center will receive telephone calls and correspondence for service-related issues. In the event Contractor receives a customer complaint, the Contractor shall advise customers to call the City's Customer Service Center at (954) 828-8000. Day to day communications will be between the City and the Route Supervisor.

Complaint Response:

- A.** Complaints or missed pick-ups sent to the Contractor before 4:00 P.M. each day shall be serviced before 6:00 P.M. that day.
- B.** Complaints received after 4:00 PM shall be serviced before 12:00 P.M. (noon) the following calendar day.

3.8 Pilot Recycling Program- Curbside Electronics

The City of Fort Lauderdale currently participates in a cooperative purchasing agreement to provide monthly collection events for residents where unwanted, outdated or broken electronics (anything with a plug, including computer peripherals) can be dropped off for recycling. The City has an interest in piloting a curbside electronics collection program during the term of this contract. This pilot would be designed to identify if there is an interest or benefit to the City in providing convenient curbside collections of electronics Citywide.

The intended scope is to be applied to a limited geographic area (corresponding to a recycling service day) for a period not to exceed one year. Residents will call the City's 24 Hour Customer Service Center to schedule an electronics pick-up. Contractor will be notified and collection will be made on the resident's scheduled recycling collection day.

Contractor will be responsible to secure appropriate recycling facility for the electronics with the City's approval of the facility. City is responsible for any costs for the recycling of the materials collected and will receive any rebates for the materials collected, if applicable. Contractor will provide City with all load tickets. Contractor agrees to provide this service at no additional cost to the City during the pilot period not to exceed one year.

3.9 Service for the Disabled

There are presently 17 customers registered in the City that are unable to place their carts or electronics curbside. The Contractor shall be responsible for bringing the cart(s) to the curb for service and then returning the cart(s) the original set out location. There will be no additional charge for these customers. The City certifies this list annually and reserves the right to increase or decrease the number of disabled service units as may be required at no additional cost to the City.

3.10 Special Pick-up/Community Service

At the City's request, the Contractor shall provide special pick-ups during a non-scheduled route day. From time to time, a customer may request additional service. The City may request extra service for a special event or for code compliance purposes. The Contractor agrees to provide this service at no additional cost to the City.

3.11 Special Event Recycling Collection Service

Contractor agrees to supply recycling container collections upon the City's request. This may include cart, front-end load container or roll-off container service. Contractor will provide equipment as requested by Contract Coordinator. These events include, but may not be limited to, the following:

- A.** New Year's Eve Bash
- B.** Spring Break (usually 6 weeks in duration)
- C.** Air Show
- D.** Great American Beach Party
- E.** Memorial Day
- F.** Fourth of July Spectacular
- G.** Huizenga Ice Rink (usually 6 weeks in duration)

- H. Labor Day
- I. Sistrunk Festival
- J. St Patrick's Day Parade

3.12 Education and Community Outreach

From time to time, but no more than twelve (12) times per year, Contractor shall assist and/or support the City at City-sponsored educational and outreach events. Examples include but are not limited to: using collection vehicles to participate in special educational presentations, Earth Day, Green Your Routine and HOA functions and other environmental events, clean-up and other such activities.

In addition, Contractor agrees to contribute \$10,000 annually in one lump sum payment to the City, no later than the anniversary date of the contract, to assist in the costs of providing literature related to collections, promotional materials (brochures, newsletters, flyers, door hangers, etc.) developed to educate residential customers about the proper methods to be used for collections and any other information which explains and support the City's Solid Waste and Recycling Program.

3.13 Disaster Services

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Coordinator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible as determined by the Contract Coordinator. Should collections be disrupted for longer than ONE collection cycle (6 business days), Contractor shall be compensated on a prorated basis for service provided and the City shall NOT be charged for the days service was not provided. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (Declared FEMA disaster event), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for additional tonnage or volume before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a State of Emergency declaration.

3.14 Disposal-Recyclables Processing

The City currently directs all of its recyclables to the Waste Management recycling processing center located at 1750 SW 43rd Terrace, Deerfield Beach. The agreement for the processing of the City's recyclables is set to expire on June 30, 2018, with the possibility of two five-year renewal options. The City of Fort Lauderdale may, at its sole discretion, choose NOT to renew this agreement. Should the City opt NOT to renew, or the existing processor (Waste Management) opt not to renew, the City reserves the right to require Contractor to direct recyclable materials to a processing center procured by the Contractor. Should the City direct the hauler to deliver recyclables to a facility outside of Broward County, the City would reimburse the hauler based on the increase in transport cost associated with the change. Ownership of the recycling materials is retained by the City. In the event Contractor procures the processing facility, City reserves the right to qualify and approve or disprove the facility at City's sole discretion. At no time shall Contractor divert recyclables to a landfill, waste to energy plant or other municipal solid waste disposal facility. The City reserves the right to rebid or enter into an agreement with a recycling processing facility and direct all volumes to its preferred vendor.

The City reserves the right to direct the Contractor to use specific recycling processors or transfer facilities located within Broward County during the term of the contract without additional charge.

The City reserves the right to remove commodities from its residential collections at the City's sole discretion, should the market for the material become economically unfeasible or for other reasons at the City's discretion. Written notice will be provided to Contractor providing 30-day notice. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV), determined by the Southeast USA regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to charge administrative overhead if missing load tickets become continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted at the processing facility.

Contractor shall be responsible for the proper reporting, handling and disposal of any HOT LOAD material.

Total residential recycling cart tons for FY 2013/14 were 10,060.

Total residential recycling cart tons for FY 2014/15 were 10,702.

Total residential recycling cart tons for FY 2015/16 are estimated at 10,500.

3.15 Tare Weights

The City requires that vehicle tare weights, which are used by disposal and processing facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on a tare weight report. The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges and revenues.

3.16 Management

The Contractor is expected and required to offer our customers a high level quality of service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operations of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect recyclables, including active participation to promote a successful recycling program and ensure a high level of customer satisfaction.

Resources: Contractor shall furnish and supply sufficient resources to complete the scheduled routes on the designated route days and within the time period specified for daily operations.

There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the City.

Customer Service: Contractor shall maintain a customer service center to receive telephone calls from the City's Customer Service Center to effectively handle service-related issues. Hours and days of operation shall be provided in Contractor's written operational plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request.

Route Supervisor: Contractor shall assign a minimum of one (1) permanent, full-time Route Supervisor dedicated exclusively to the City of Fort Lauderdale. An Alternate Route Supervisor shall also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. Contractor shall schedule Route Supervisor Monday through Saturday to respond to collection-related issued immediately via two-way communications from Customer Service. Route Supervisor shall be equipped with a laptop computer, tablet or other electronic device to receive and respond to service requests from the City. Route Supervisor shall be in Contractor's Company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond to and meet with customers to resolve service complaints.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are properly being used by customers.

Route Supervisor shall report lost or damaged carts to Customer Service that are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor shall notify City in writing via email of any accidents involving the Contractor's staff, equipment or vehicles, regardless of fault, while performing work under this contract and or damage to public or private property within 24 hours of occurrence.

Route Supervisor shall send to the City twice daily a list of all trucks assigned to run routes for that day. These shall be transmitted to the Contract Coordinator or designee via electronic correspondence (e-mail). List shall include driver's name, route number assigned, truck number, and a status of the route for the day at the following times: 10:00 A.M. and 2:00 P.M.

Route Supervisor will notify City's Contract Coordinator or designee immediately when it is known a route is running behind or may not complete by 6:00 P.M. Notification shall include the reason why the route is delayed.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service, to prevent loss of cart inventory and to verify participation and set out rates.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interests, be highly motivated and dependable with the ability to establish positive relationships with City Solid Waste and Recycling Program staff, Customer Service and the general public.

Route Supervisor will also be required to attend weekly Program Meetings with Solid Waste and Recycling Program staff from the City to evaluate and discuss service, solve performance-related issues, provide input and share information to ensure delivery of quality service. Route Supervisor (or a Contractor representative as approved by the City) may be required to attend public meetings with City staff members, to explain or promote program services.

Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.

Route Supervisors may be required to perform other duties as requested.

3.17 Employees

Collection employees shall be identifiable by wearing a uniform or shirt bearing the Company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all City-owned carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the Contractor. The City shall specify the reasons should discharge or disciplinary action be requested by the City.

3.18 Equipment

The Contractor's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow for easy identification and shall be clear to read and of such size (minimum of four inches) and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) with lettering at least 8 inches in size identifying the material being collected. The design will be approved by the City and the sign supplied by the Contractor.

No advertising shall be permitted on vehicles except for the vehicle manufacturer, alternative fuel signage (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be of a model year of 2014 or newer.

All vehicles used to provide collection services under this contract shall be equipped with State Department of Transportation required safety equipment including a fire extinguisher and an audible back up alarm. Collection vehicles shall be watertight up to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water (leachate) during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate

repairs can be made. The City reserves the right to request the removal of any vehicle found to be leaking, unsafe or not in proper working condition.

Vehicles used for collection services under this contract shall be compacting bodies unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded in such a way that all collected materials are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a shovel, rake and/or broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

All collection vehicles must be equipped with GPS tracking devices monitoring at minimum location and speed of the collection vehicle at any time during the route day. Any spare vehicles used to support collections under this contract must also have a GPS tracking device. City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available.

Within 12 months of execution of this contract, Contractor agrees to implement alternative fuel vehicles for service within the City.

Alternative fuels, for transportation applications, include the following: Methanol Denatured ethanol, and other alcohols Fuel mixtures containing 85 percent or more by volume of methanol, denatured ethanol, and other alcohols with gasoline or other fuels; Natural gas (including compressed and liquefied natural gas); Liquefied petroleum gas (propane); Hydrogen Coal-derived liquid fuels; Fuels (other than alcohol) derived from biological materials (biofuels such as soy diesel fuel); Electricity (including electricity from solar energy). The City is agreeable to hydraulic brake energy regeneration technology as acceptable to meet this requirement.

Types of vehicles and specifications shall be provided as part of this RFP response. Failure to submit may deem the bidder non-responsive.

All Contractor vehicles shall be well-maintained and clean in appearance at all times.

Trucks currently operated by day as reported by the previous Contractor are below:

- Monday – 5
- Tuesday – 6
- Wednesday – 7
- Thursday – 5
- Friday – 5
- Saturday – 3

Bidder may need to add or reduce trucks to satisfy contract requirements.

3.19 Days and Hours of Service

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or to operate after 6:00 P.M.

City intends to evaluate rerouting opportunities for all services provided under the Solid Waste and Recycling Program including but not limited to residential solid waste, recycling, yard waste and bulk collections. Contractor will provide any resources needed to facilitate this project including routing software, GIS programs or other tools as needed at no expense to the City. City reserves the right to approve or deny any route changes. Any proprietary systems or software remain the property of the Contractor. City may ask for reports, data or other relevant information at any time in both hardcopy reports and electronic formats.

3.20 Holidays

Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day, that route shall be skipped and there will be no make-up day. However, since the following scheduled service day will be heavy, Contractor is required to collect extra bags and boxes placed on or around the cart.

3.21 Public Information

City shall prepare, print and provide Contractor with all program information such as cart hangers, program brochures and guidelines.

Contractor shall not prepare, release or participate in public information involving this contracted service for the City of Fort Lauderdale without written authorization from the City.

3.22 Liquidated Damages

The City wants to ensure that program recyclables are collected by the contractor and are not cross-contaminated by collection activities from other waste streams or activities. Should Contractor fail to perform in accordance with the provisions herein and/or refuses to pay liquidated damages upon receipt of invoice from the City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor as provided in the following amounts not as a penalty, but as liquidated damages for such breach of contract:

- A.** Missed pick-up complaints (over fifteen per calendar week) \$10.00 per complaint over fifteen;
- B.** Complaints from same customer, more than three, City fiscal year October 1 through September 30 - \$25.00 each complaint;
- C.** Failure to clean up spilled recyclables from vehicles after service, resulting in customer complaint - \$25.00 each complaint;
- D.** Collecting recyclables with residential, commercial or multi-family solid waste, yard waste or other non-program materials on route - \$1,000 per occurrence plus average value of the load for recyclables; Contractor will also be responsible for cost of disposal for the contaminated load; and
- E.** Failure to maintain schedules established as provided in this document - \$250.00 per violation.
- F.** Failure to maintain required supervisory staff, including back-up supervisor- \$250.00 per week.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 1.1.5** All proposals will become the property of the City. 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. 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)

- 4.1.6** One (1) original and two (2) hard copies plus three (3) electronic (soft) copies of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled thumb drive or DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Provide at least three references (**Attachment "B"**), preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Documents**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

e. E-Verify

Attachment A

f. References

Attachment B

g. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 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 Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Operational Plan	25%
Resources and Availability including Equipment	15%
Pricing	30%
Management Team	15%
References/Past Performance	15%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

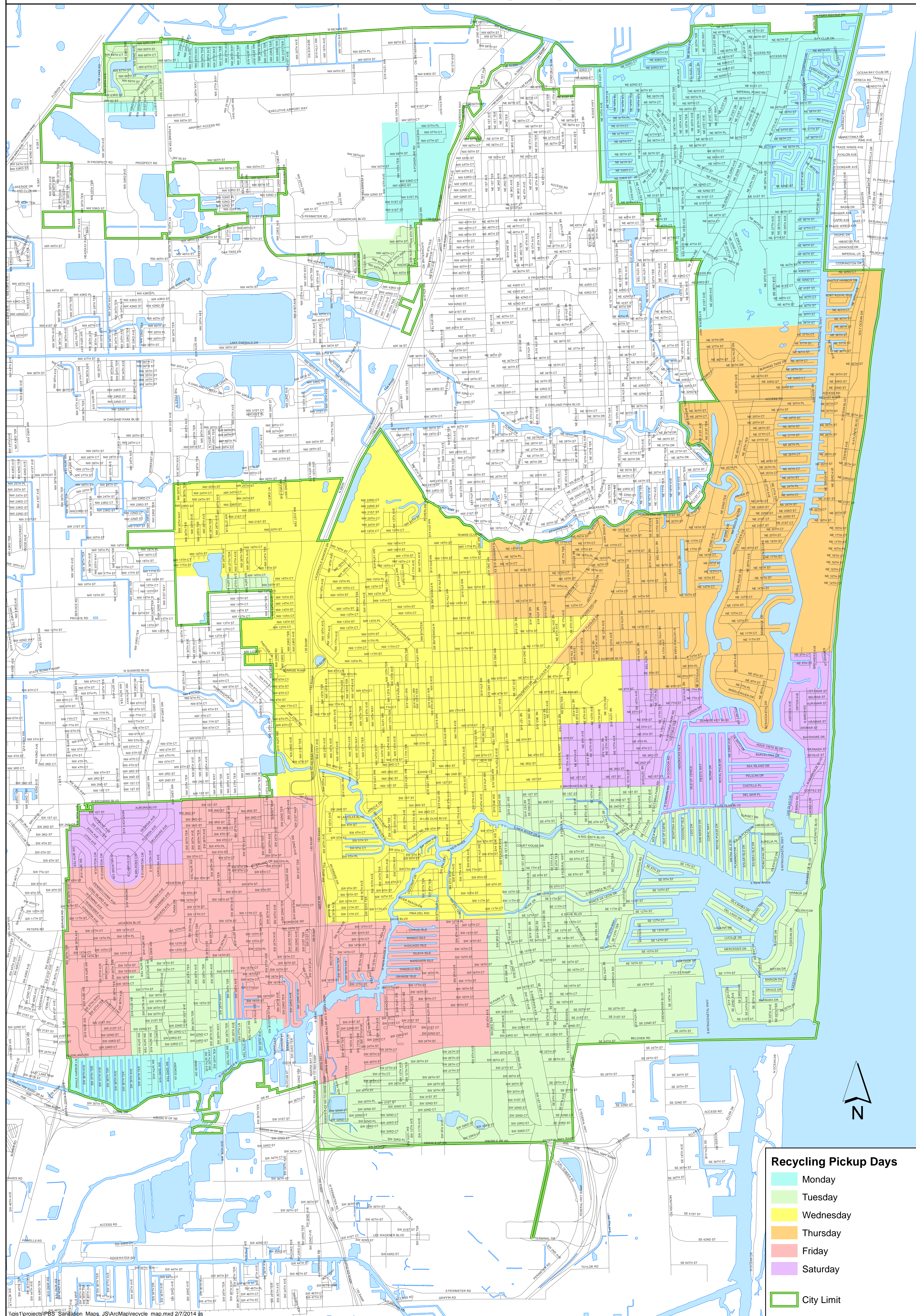
The City reserves the right to award a contract to that Contractor who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION



Exhibit A - City of Fort Lauderdale Recycling Pickup

Service Provided By Current Vendor



Recycling Pickup Days

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- City Limit

ATTACHMENT "A"
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: _____

REFERENCES – ATTACHMENT B

All references shall include owner, address, contact name and phone number, and the contract value. A minimum of three (3) references shall be provided:

1. Company Name: _____

Address: _____

Contact: _____

Phone # _____

Contract Value: _____ Year: _____

2. Company Name: _____

Address: _____

Contact: _____

Phone # _____

Contract Value: _____ Year: _____

3. Company Name: _____

Address: _____

Contact: _____

Phone # _____

Contract Value: _____ Year: _____

4. Company Name: _____

Address: _____

Contact: _____

Phone # _____

Contract Value: _____ Year: _____

5. Company Name: _____

Address: _____

Contact: _____

Phone # _____

Contract Value: _____ Year: _____

**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 Form G-107 Rev. 08/2016

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.

Form G-107 Rev. 08/2016

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:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

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
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.**

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

revised 04/10/15



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

ADDENDUM NO. 3

RFP No. 875-11864
TITLE: Curbside Recycling Collection Services
ISSUED: 1/9/17

This addendum is being issued in reference to Question 8: Please furnish tonnage by month for the year 2016 for both MSW and Recycling. In addition please furnish MSW and Recycle tonnage for December of 2015.

MSW													
FISCAL YEAR	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
FY 15-16			3806	3869	3364	3843	3826	3852	3495	3905	4064	3686	37710
FY 16-17	3845	3834	3706										11386

RECYCLING													
FISCAL YEAR	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
FY 15-16	868.31	906.71	1,091.00	1,008.35	920.00	907.00	727.00	789.00	836.65	764.00	819.00	829.00	10,466.02
FY 16-17	748.59	790.39	1,059.42										2,598.40

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: _____
(Please print)

Bidder's Signature: _____

Date: _____



ADDENDUM 4

REQUEST FOR PROPOSAL: 875-11864

Curbside Recycling Collection Services



NON- MANDATORY PRE-BID MEETING & SITE VISIT

Post on BidSync and City Website: 12/23/2016

Non Mandatory Pre-Bid Meeting: 1/10/2017

Current Due Date at 2:00 PM: 1/17/2017

Review Meeting 1 (Date & Time): 1/23/2017

NAME	E-MAIL	COMPANY NAME / ADDRESS	PHONE#
Laurie Platkin	lplatkin@fortlauderdale.gov	City of Fort Lauderdale - City Hall	954-828-5138
Tim Bowers	tbowers@wasteproducts.com	Waste Pro, Pompano Beach	305-970-1010
Marc Wexler	Marc.Wexler@progressive.com	Waste Co. Pompano	954-888-4316
Allison Stoner	allison@fernzavella.com	fernzavella waste	954-681-7363
Richard Silvestri	TWSWASTE@TWSWASTE.COM	THE TOWNE BRO WASTE	754-520-1012
Robert Mink	rmink@progressive.com	Progressive Waste	954-626-2160
Grant Smith	gsmith@strategy-smith.com	Progressive Waste	954-328-7064
Glen Miller	gmiller@goldmedal.net	GOLD MEDAL	305-619-2299
Chrissy Miller	cmiller@goldmedal.net	Gold Medal	954-778-6977
Nancy Gissman	n.gissman@ftl.com	FTL	954-528-5765
Enrique Sanchez	esanchez@ftl.com	FTL	954-828-5129
JULIE LEONARD		FTL	954-828-9999
Melissa Doyle	midoyle@ftl.com	FTL	954-828-6111
Stephanie McCudden	smcudden@ftl.com	FTL	954-828-5054
Jodie Siegel	jsiegel@wm.com	WM	954-234-5179
Eileen Damaso	edamaso@worldwasterecycling.com	World Waste	305-343-2731

Question and Answers for Bid #875-11864 - Curbside Recycling Collection Services

Overall Bid Questions

Question 1

In reading the bid for curbside recycling, we noticed the date for the pre-bid meeting is missing. There is a time, but not a date. What date is the meeting?

Also, is this to begin after the one year contract with Gold Medal ends? (Submitted: Dec 29, 2016 11:55:31 AM EST)

Answer

- 1. 1/9/17 - Please refer to Page 2 of the solicitation.
- 2. Yes - Please refer to Page 12, Section 2.31 of the solicitation. (Answered: Dec 29, 2016 11:57:31 AM EST)

Question 2

1. Is this a "Bid" or an "RFP"? In the documents it is referred to as both?

Please advise. (Submitted: Dec 29, 2016 1:38:44 PM EST)

Answer

- The Solicitation is an RFP. (Answered: Dec 29, 2016 1:40:40 PM EST)

Question 3

1. Why is this contract being bid again after 1 year?

2. Is this contract a solid 3 year term with 2 - 1 year renewals or is there going to be a "combining of Contracts" with some other services and re bid such as bulk or solid waste at a later date? If so this is not advantageous to a potential bidder who needs to amortize specialty equipment over the longest period of time possible. The longer the term, the better deal it is for a financial partnership between the City and bidder/contractor.

(Submitted: Jan 3, 2017 8:03:27 AM EST)

Answer

- 1. City Commission awarded the current vendor a one-year contract which began December 1, 2016 and is due to expire November 30, 2017.
- 2. The intended contract for this solicitation will be for an initial term of 3-years with two 1-year renewals.

(Answered: Jan 3, 2017 9:58:00 AM EST)

Question 4

Is there an estimated budget for this? (Submitted: Jan 3, 2017 9:34:14 AM EST)

Answer

- The current budget is based on the existing contract price which is an annual cost of \$1,268,490.20.

(Answered: Jan 3, 2017 9:44:28 AM EST)

Question 5

RE: Part 1) Information Special Conditions, paragraph 04 States that there will be no pre-Bid conference.

Please clarify. (Submitted: Jan 9, 2017 2:04:58 PM EST)

Answer

- 1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal.

City of Fort Lauderdale - City Hall

100 N. Andrews Avenue

3rd Floor, Large Conference Room

Fort Lauderdale, FL 33301

Tuesday, January 10, 2017 at 4:15 PM (Answered: Jan 9, 2017 2:12:59 PM EST)

Question 6

Part 1) Information Special Conditions, paragraph 14. Please correct contract start date. (Submitted: Jan 9, 2017 2:06:07 PM EST)

Answer

- Please refer to section 2.31 of the solicitation for Contract Period and start date. (Answered: Jan 9, 2017

2:17:53 PM EST)

Question 7

Can routing be balanced on a day by day basis to allow for better efficiency? (Submitted: Jan 9, 2017 2:06:52 PM EST)

Answer

- No.

Routes will remain as established by day. Any rerouting will be coordinated by the City in conjunction with all collection entities. (Answered: Jan 9, 2017 3:45:01 PM EST)

Question 8

Please furnish tonnage by month for the year 2016 for both MSW and Recycling. In addition please furnish MSW and Recycle tonnage for December of 2015. (Submitted: Jan 9, 2017 2:08:41 PM EST)

Answer

- See Addendum 3 (Answered: Jan 9, 2017 4:04:57 PM EST)

Question 9

Did the contractor responsible for recycle collection receive any liquidated damage charges for the years 2015 / 2016. If yes, what were the reasons and the amounts? (Submitted: Jan 9, 2017 2:10:30 PM EST)

Answer

- Liquidated damages were not included in the prior contract covering years 2015/2016 so there were no penalties assessed. (Answered: Jan 9, 2017 3:45:01 PM EST)

Question 10

Will the Contractor be required to furnish a performance Bond?

Reference City of Fort Lauderdale Special Conditions - Part 4, paragraph 4.01. There is no specific reference noted in the Bid Request. (Submitted: Jan 9, 2017 2:12:15 PM EST)

Answer

- Yes. Please refer to section 2.22 Payment and Performance Bond of the solicitation. (Answered: Jan 9, 2017 2:24:38 PM EST)

Question 11

Paragraph 18, Part 1 Information and Special Conditions indicated that the City may develop a Contractor performance evaluation report. has this been done and if so please furnish the reports for the years 2015 /2016. (Submitted: Jan 9, 2017 2:14:30 PM EST)

Answer

- This will be developed for implementation once the contract is executed.
There are no reports for 2015/2016. (Answered: Jan 9, 2017 3:45:01 PM EST)

Question 12

Will the City please clarify which contract it intends to use for award of this RFP "the sample Agreement for XXXXXXXXXX Services" or the "License Agreement for Solid Waste Collection" ? Alternately, does the City intend to allow negotiation of final contract terms after award? (Submitted: Jan 10, 2017 2:52:42 PM EST)

Answer

- Management Decision " CAO recommends no substantive negotiation can occur after award of bid (Answered: Jan 17, 2017 3:32:27 PM EST)

Question 13

RFP Page 11, Section 2.28: Will the City please revise this section so that payments of amounts due under the contract are not excused due to force majeure? (Submitted: Jan 10, 2017 2:52:58 PM EST)

Answer

- Management Decision " CAO recommends not revising (Answered: Jan 17, 2017 3:32:27 PM EST)

Question 14

RFP Page 11, Section 2.28; Sample Agreement Page 11, Section VI(AA): Will the City please revise this section so that payments of amounts due under the contract are not excused due to force majeure? (Submitted: Jan 10, 2017 2:53:11 PM EST)

Answer

- Management Decision " CAO recommends not revising (Answered: Jan 17, 2017 3:32:27 PM EST)

Question 15

RFP Pages 12-13, Section 2.32; Page 41, Section 5.16: Will the City please revise this section so that if the parties cannot agree on cost adjustments due to increases in CPI, the matter can be appealed to the City Council rather than the contract being considered cancelled? Additionally, will the City please revise the CPI index to Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics? (Submitted: Jan 10, 2017 2:53:30 PM EST)

Answer

- Management Decision " CAO recommends that the industry standard be used (Answered: Jan 12, 2017 10:54:53 AM EST)

Question 16

RFP Page 14, Section 2.36: Will the City please revise this section so that if substitute key management personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the parties can appeal to the City Council rather than cancelling the contract? (Submitted: Jan 10, 2017 2:53:44 PM EST)

Answer

- Management Decision " CAO recommends following City standard (Answered: Jan 17, 2017 3:32:27 PM EST)

Question 17

RFP Page 40, Section 5.12; Sample Agreement Page 6, Section VI(J); License Agreement Page 21, Section 24: The RFP and the Sample Agreement require Contractor to keep records for 3 years, but the License Agreement requires 5 years' retention. Will the City please clarify which standard applies? Additionally, the City please add language to clarify that audits will be at the City's expense, will exclude confidential and personnel records, and will only take place after advance written notice to Contractor? (Submitted: Jan 10, 2017 2:54:01 PM EST)

Answer

- Retention of records is governed by the State records retention schedule and should be set at the longest time period allowable.

Audit costs should be borne by the vendor and books shall be open and available upon City request. (Answered: Jan 12, 2017 10:54:53 AM EST)

Question 18

RFP Page 40, Section 5.09-5.10; Sample Agreement Page 3, Sections VI(C)-(D); License Agreement Page 18, Section 12: The RFP, the Sample Agreement and the License Agreement all contain different termination provisions " will the City please clarify which termination provision will apply? If termination for convenience language applies, will the City please revise to provide the Contractor with the same right to terminate for convenience? (Submitted: Jan 10, 2017 2:54:17 PM EST)

Answer

- Termination for convenience is only held by City, the agreement and the License Agreement should contain the same language (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 19

RFP Page 40, Section 5.08; Sample Agreement, Page 3, Section VI(A); License Agreement Pages 16-17, Sections 10-11: The indemnification provisions in the RFP, the Sample Agreement, and the License Agreement are quite different. Will the City please revise the language in the application contract to clarify that the Contractor will only be obligated to indemnify the City for the Contractor's negligence, willful misconduct, breach, or violation of law; will not be required to indemnify the City for the City's negligence, willful misconduct, breach, or violation of law? Additional, if the License Agreement the applicable agreement, will the City please delete Section 11 in its entirety? The Contractor does not handle nor can be it responsible for or indemnify the City for hazardous waste. (Submitted: Jan 10, 2017 2:54:33 PM EST)

Answer

- This is a waiver of the City's protection and should be a Management/Commission decision. Minimum City could look at removing indemnification for willful acts but not negligent acts of City. (Answered: Jan 17, 2017

3:27:12 PM EST)

Question 20

RFP Page 41, Section 5.19; Sample Agreement Page 7, Section VI(N): Will the City please revise this section to that Contractor is allowed to assign or transfer to a subsidiary or affiliate without consent and that the City's consent will not be unreasonably withheld, conditioned or delayed for assignee approval? (Submitted: Jan 10, 2017 2:54:48 PM EST)

Answer

- Per prior discussions subsidiaries and affiliates are not the awarded bidder, any such assignment or transfer would require Commission approval and possibly a new bid for award. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 21

Section 2.11.1 " This Section should be deleted in its entirety and replaced with the following:
 "While this contract is for services provided to the department referenced in this Request for Proposals, the City may request similar work for other City departments from the Successful Proposer. Successful Proposer may agree to take on such work in its sole discretion."
 Any additional services to be provided by contractor will need to be approved by contractor. (Submitted: Jan 11, 2017 8:07:53 AM EST)

Answer

- All additional work not included in the original scope would require contractor consent. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 22

Section 2.11.2 " Please delete this section in its entirety. Contractor needs some assurances/stability as to the arrangement it is entering into and an understanding of the level of services it will be providing during the term of the contract. The unilateral right by the City to reduce the level of service under the contract provides Contractor with no certainty as to the nature and extent of the services to be performed, and thus no way to properly budget the anticipated costs and revenues of such services. Remember, contractor is putting up over \$4,000,000 in capital and hiring employees. (Submitted: Jan 11, 2017 8:10:46 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 23

Section 2.12 " This Section should be deleted in its entirety and replaced with the following:
 "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 services from another vendor at the City's sole option; provided, however, notwithstanding the foregoing, the City shall not be entitled at any time during the term of the contract to reduce the services then currently performed by Contractor."
 Contractor needs some assurances/stability as to the arrangement it is entering into and an understanding of the level of services it will be providing during the term of the contract. The unilateral right by the City to reduce the level of service under the contract provides contractor with no certainty as to the nature and extent of the services to be performed, and thus no way to properly budget the anticipated costs and revenues of such services. (Submitted: Jan 11, 2017 8:12:23 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 24

Section 2.23.2 " This Section should be deleted in its entirety and replaced with the following:
 "Contractor agrees to give the City thirty (30) days prior written notice of any cancellation or termination of any insurance policies required hereunder."
 Contractor should agree to give the City thirty (30) days' written notice prior to the termination of any of the policies required herein, but the COI will not reflect such notice, as all insurers will not agree to give such notice. (Submitted: Jan 11, 2017 8:13:51 AM EST)

Answer

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 25

Section 2.26 "The following language should be added to the end of this Section:

"The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and the City agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service hereunder, except to the extent resulting from the negligence or willful misconduct of Contractor."

Contractor is willing to be responsible to damage caused by its own negligence or willful misconduct, but it is not willing to be an insurer for the City's pavement. The City must ensure that its pavement and curbing is sufficient to carry the weight of standard garbage vehicles. (Submitted: Jan 11, 2017 8:15:01 AM EST)

Answer

- City should not agree to this change, such determination of pavement conditions is not reasonable (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 26

Section 2.28.4 "This Section should be deleted in its entirety. Contractor needs the ability to determine when it is safe for its employees to return to work. This decision should not be solely made by the City.

(Submitted: Jan 11, 2017 8:15:42 AM EST)

Answer

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 27

Section 2.33 "This Section should be deleted in its entirety.

Contractor needs some assurances/stability as to the arrangement it is entering into and an understanding of the level of services it will be providing during the term of the contract. The unilateral right by the City to reduce the level of service under the contract provides Contractor with no certainty as to the nature and extent of the services to be performed, and thus no way to properly budget the anticipated costs and revenues of such services. There are millions of dollars in capital being spent, the City should not be able to unilaterally decide.

(Submitted: Jan 11, 2017 8:18:19 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 28

Section 2.36 "This Section should be deleted in its entirety. Contractor cannot agree to give a third party rights to control employment decisions. Such decisions must be made by Contractor in its sole and absolute discretion, otherwise, the City could be deemed a joint employer. (Submitted: Jan 11, 2017 8:19:42 AM EST)

Answer

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 29

Section 3.13 "This Section should be deleted in its entirety. Contractor needs the ability to determine when it is safe for services to be performed, it cannot be solely dependent on the decision of the City to declare a "State of Emergency". Contractor's vehicles are not like other vehicles and behave differently in adverse conditions than other vehicles. Additionally, the provision of services in connection with an emergency event / natural disaster needs to be at rates to be mutually agreed upon by the parties. (Submitted: Jan 11, 2017 8:22:17 AM EST)

(Submitted: Jan 11, 2017 8:22:17 AM EST)

Answer

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 30

Can the electronic submittal be made on USB? (Submitted: Jan 11, 2017 8:23:17 AM EST)

Answer

- The electronic submittal may be made on USB; however, the hard (paper) copies requested are still needed

required. (Answered: Jan 11, 2017 1:15:21 PM EST)

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 31

Will proposers be automatically notified by email of evaluation meetings or do we need to incur the expense of sending someone to City Hall every day to look at the thumbtack board? Will the meetings be posted on the City's website in some Sunshine notice area? Will the meetings be posted on BidSync? (Submitted: Jan 11, 2017 8:26:30 AM EST)

Answer

- Meetings are posted on the City's website as well as on the boards on first and sixth floors of City Hall.

(Answered: Jan 11, 2017 1:15:21 PM EST)

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 32

Form Agreement:

Section V "The fourth paragraph of this Section should be deleted in its entirety. The City should not have the unilateral right to withhold any or all of the payments due Contractor in the City's sole discretion.

(Submitted: Jan 11, 2017 8:28:17 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 33

Section 2.22.1 - Payment and Performance Bond - Please confirm, if the amount of the bond is for one year or for a term of the contract (3 years)? (Submitted: Jan 11, 2017 8:32:48 AM EST)

Answer

- The bond will be for the one year value of the contract and be renewable each year. (Answered: Jan 11, 2017 1:15:21 PM EST)

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 34

Form Agreement:

Section VI(A) "This Section should be deleted in its entirety and replaced with the following:

"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. Notwithstanding the foregoing or anything to the contrary contained herein, the Contractor shall have no obligation to indemnify the City or the City's officers, agents, or employees, or elected officials, to the extent any such claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities arise out of: (i) the negligence or willful misconduct of the City or the City's officers, agents, or employees, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City or the City's officers, agents, or employees."

The Contractor is willing to provide reasonable indemnification to the City, but it should not be required to indemnify the City for the City's own negligence or willful misconduct, the City's breach of the Agreement, or the City's violation of law. (Submitted: Jan 11, 2017 8:34:52 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 35

Section VI, The Cost Proposal Page is requesting a breakdown of costs - this information is proprietary. There is no need for the City to have this information since it does not affect nor change the proposed set rate. Will the City reconsider this request? (Submitted: Jan 11, 2017 8:36:09 AM EST)

Answer

- See Addendum 5 - New Cost Proposal Page. (Answered: Jan 11, 2017 1:27:13 PM EST)
- Management Decision, CAO recommends that the City should not remove this section "any proprietary information provided to City would be exempt from public disclosure under Florida Statute (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 36

Proposed Contract:

Section VI(C) "This Section should be deleted in its entirety and replaced with the following:

"If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice."

Contractor is seeking a reasonable opportunity to cure any alleged breach prior to termination. Additionally, Contractor needs reasonable rights to terminate the Agreement should the City breach its obligations to Contractor (primarily payment). (Submitted: Jan 11, 2017 8:36:22 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 37

Proposed contract: Section VI(D) "This Section should be deleted in its entirety. contractor cannot agree to a provision allowing the City to terminate the Agreement for convenience. Termination for convenience provides contractor with no certainty, even though contractor would be required to invest significant capital in performing the services. (Submitted: Jan 11, 2017 8:37:27 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 38

Proposed Agreement: Section VI(F) "The second paragraph of this Section should be deleted in its entirety and replaced with the following:

"Contractor agrees to give the City thirty (30) days prior written notice of any cancellation or termination of any insurance policies required hereunder." (Submitted: Jan 11, 2017 8:38:05 AM EST)

Answer

- Management Decision, CAO recommends following City standard (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 39

Proposed agreement: Section VI(F) "For clarification purposes garbage companies do not carry Professional Liability insurance as they do not provide professional services. Such language should be deleted from the final agreement of the parties. (Submitted: Jan 11, 2017 8:38:58 AM EST)

Answer

- Management Decision "CAO recommends that the industry standard be used (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 40

Proposed Agreement: Section VI(J) "The following language should be added to the end of this Section:

"Notwithstanding anything contained herein to the contrary, the City shall have no right to audit, inspect, or otherwise review any of Contractor's confidential, proprietary, or privileged information, as determined in the reasonable discretion of Contractor."

Contractor needs some basic rights to protect its confidential and proprietary information, especially because any records kept by the City would be subject to state and federal public information requests. (Submitted: Jan 11, 2017 8:40:21 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section. These are standard

provisions for government contractors. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 41

Form Agreement: Section VI(O) â€" This Section should be deleted in its entirety. This language is far too broad and far reaching. (Submitted: Jan 11, 2017 8:42:59 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 42

Proposed Agreement: Section VI(T) â€" This Section should be deleted in its entirety. Contractor cannot agree to the Cityâ€™s liability being limited to \$1,000. In theory the City could owe Contractor \$200,000 for services performed during a month, and the City would be able to claim that it only owed WC of FL \$1,000 as that is the maximum extent of its liability. Any claim in court or other proceeding would be limited recovery, even if the contractor prevailed. This is simply not fair or equitable. (Submitted: Jan 11, 2017 8:45:26 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 43

Proposed Agreement: Section VI(AA)(D) â€" This Section should be deleted in its entirety. It is far too broad and the contractor needs to be able to decide when it is safe to return to work. (Submitted: Jan 11, 2017 8:47:03 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 44

Proposed for contract The following language should be incorporated into any final contract between the parties:

a. The residents of the City shall not deposit in Contractorâ€™s equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (â€œExcluded Wasteâ€). Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if Contractor inadvertently collects and disposes of such Excluded Waste. If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify such resident/business/generator and the City that Contractor may not lawfully collect such Excluded Waste. (Submitted: Jan 11, 2017 8:48:33 AM EST)

Answer

- Management Decision, CAO recommends that the industry standard be used (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 45

In addition, Contractor requests the right to negotiate a final form of agreement with the City containing standard provisions. (Submitted: Jan 11, 2017 8:49:25 AM EST)

Answer

- Management Decision, CAO recommends that the City should not remove this section. (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 46

Please confirm that the brake regeneration alternative energy vehicles can be diesel. (Submitted: Jan 11, 2017 8:50:54 AM EST)

Answer

- This is acceptable to the City. (Answered: Jan 12, 2017 10:54:53 AM EST)

Question 47

Can the bond be for the one year value of the contract and be renewable each year? (Submitted: Jan 11,

2017 8:53:48 AM EST)

Answer

- The bond will be for the one year value of the contract and be renewable each year. (Answered: Jan 11, 2017 9:40:45 AM EST)

Question 48

Please provide a copy of the sign in sheet from the pre bid conference. (Submitted: Jan 11, 2017 8:55:08 AM EST)

Answer

- See Addendum 4 (Answered: Jan 11, 2017 1:07:02 PM EST)

Question 49

Section 2.11.1-Can you please provide an example of required similar work? Would similar work include the same geographical area? How would the City determine the compensation for the successful proposer for these services? Can you please provide an example of "undue burden" to the successful proposer? (Submitted: Jan 11, 2017 9:03:23 AM EST)

Answer

- Management Decision, CAO recommends that any expansion of work is substantially similar to that bid out (Answered: Jan 17, 2017 3:27:12 PM EST)

Question 50

Section 2.11.2-Can you please provide an example of work to be deleted? Would that include: Units and frequency of service? Is there a limit to this deleted work relative to the contracted services? For example, 10%, 30%, 80%. (Submitted: Jan 11, 2017 9:11:02 AM EST)

Answer

- This is standard language included in City procurement bids. This could include units or frequency of service. An example might be the elimination of a class of customer collected under the curbside recycling service (this is only an example). However, the scope of service was determined in this RFP and the City does not intend to make any changes at this time. (Answered: Jan 12, 2017 10:54:53 AM EST)

Question 51

Section 2.11.3-Can you please provide an example of required additional items or services? If there is a legitimate reason the successful proposer cannot provide those services, would the City still consider cancelling the contract? (Submitted: Jan 11, 2017 9:19:50 AM EST)

Answer

- This is standard language included in City procurement bids. An example here might be the collection of used motor oil being added to the curbside recycling service (this is only an example). Please refer to section 2.11.3 for the actions the City may take which includes procuring the service through a separate contract. (Answered: Jan 12, 2017 10:54:53 AM EST)

Question 52

Section 2.32-Would the City consider adjusting the unit count monthly to compensate the successful bidder for the work performed? Can the City provide historic data on unit count changes? (Submitted: Jan 11, 2017 9:35:34 AM EST)

Answer

- No. The previous contract term from June 8, 2011 through December 7, 2016 was a count 37,925 units for the duration of the contract. (Answered: Jan 11, 2017 12:43:25 PM EST)

Question 53

Section 2.38-Are the recycling units listed in 3.1 estimates? (Submitted: Jan 11, 2017 11:03:17 AM EST)

Answer

- No - these were pulled directly off of utility billing, reflecting active accounts. (Answered: Jan 11, 2017 2:36:40 PM EST)

Question 54

Section 3.1-What is the basis of the unit count? Was it ever verified? (Submitted: Jan 11, 2017 11:04:58 AM EST)

Answer

- See response to Question 53. (Answered: Jan 11, 2017 2:36:40 PM EST)

Question 55

Section 3.4- There is a limited number of customers that have more than one cart. What is the policy for residents to get extra carts? Those carts are not included in the unit count, but need to be considered in the operational assumptions and required resources. Can the City provide an estimated number of additional carts deployed and estimate the future demands? (Submitted: Jan 11, 2017 11:05:35 AM EST)

Answer

- Residents have the ability to request additional recycling carts. While the City does not have the ability to track customers with more than one cart, it is estimated to be below 100. We would estimate roughly 10 requests for additional carts per year. (Answered: Jan 11, 2017 2:36:40 PM EST)

Question 56

Section 3.4- Based on the unit count in the cost proposal page the successful proposal is not directly compensated for servicing the additional carts. Would the City consider compensated successful proposer for these services? (Submitted: Jan 11, 2017 11:06:49 AM EST)

Answer

- No. (Answered: Jan 11, 2017 2:36:40 PM EST)

Question 57

Section 3.5- Does the City know how many set outs are in an alley? (Submitted: Jan 11, 2017 11:07:08 AM EST)

Answer

- No. (Answered: Jan 11, 2017 2:36:40 PM EST)

Question 58

Section 3.8- Where will the resident set out the electronics? (Submitted: Jan 11, 2017 11:07:39 AM EST)

Answer

- We would expect electronics to be placed at or near the curb on the scheduled day of collection. (Answered: Jan 11, 2017 2:36:40 PM EST)

Question 59

Section 3.10- Can the City provide historical data on Special Pick-ups/ community Services? Number of requests? Number of requested carts/containers? Are there any limits? (Submitted: Jan 11, 2017 11:08:08 AM EST)

Answer

- The City does not maintain a log of these but estimates at less than 5 per year. Typically, this is a customer who has excess recycling due to moving activities that does not fit in their recycling cart or cannot be stored and must be collected outside of their normal route schedule. (Answered: Jan 12, 2017 11:09:47 AM EST)

Question 60

Section 3.11- Can the City provide historical container and servicing requirements for Special Events? (Submitted: Jan 11, 2017 11:08:30 AM EST)

Answer

- These events vary from year to year.

New Year's Eve Bash: Typically 4 Rolloff Containers or a combination of Rolloff and Frontload depending on activities planned (2017 was 6-8cy containers)

Spring Break: 4-8cy container serviced daily

Air Show: Typically 2 Rolloff containers depending on activities planned

Great American Beach Party: Typically 2 Rolloff containers

Memorial Day: Typically 2 Rolloff containers depending on number of visitors

Fourth of July Spectacular: Typically 4 Rolloff containers or a combination of Rolloff and Frontload depending on attendance

Huizenga Ice Rink: 2-8cy containers

Labor Day: Typically 2 Rolloff containers

Sistrunk Festival: Combination of 2 Rolloff or frontload containers depending on activities planned

St Patrick's Day Parade: Combination of 2 Rolloff or frontload containers depending on activities planned

(Answered: Jan 12, 2017 11:09:47 AM EST)

Question 61

Section 3.14- The current processing agreement expires within the initial contract period. If the processing site is changed and the new site is a further distance, will the City compensate the successful proposer for the additional costs? (Submitted: Jan 11, 2017 1:46:17 PM EST)

Answer

- Please refer to 3.14- Disposal-Recyclables Processing

“Should the City direct the hauler to deliver recyclables to a facility outside of Broward County, the City would reimburse the hauler based on the increase in transport cost associated with the change.”

(Answered: Jan 11, 2017 2:11:25 PM EST)