

Solicitation 12209-895

Residential Curbside Collection Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12209-895

Residential Curbside Collection Services

Bid Number 12209-895
 Bid Title Residential Curbside Collection Services

Bid Start Date Nov 26, 2018 3:06:42 PM EST
 Bid End Date Jan 8, 2019 2:00:00 PM EST
 Question & Answer End Date Dec 18, 2018 2:00:00 PM EST

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

Pre-Bid Conference Dec 4, 2018 11:30:00 AM EST
 Attendance is optional
 Location: Tower 101 Building - Sustainability Lab
 101 NE 3rd Avenue
 Suite 1400
 Fort Lauderdale, FL 33301

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, 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 Nov 30, 2018:

Addendum 1

Issued to make the following change(s):

- 1) For Question 9: Providing list of disabled customers
- 2) For Question 13: Providing current rates for municipal solid waste, yard waste and recycling services
- 3) For Question 17: Providing list of liquidated damages levied in FY2016, 2017, and 2018.
- 4) Updated RFP document replacing old one.

All other terms, conditions, and specifications remain unchanged.

Added on Dec 4, 2018:

Addendum 2

Issued to make the following change(s):

- 1) For Question: Providing list of Commercial Customers – All are serviced twice weekly.
- 2) Providing copy of sign-in sheets from pre-proposal conference on 12/4/2018.

All other terms, conditions, and specifications remain unchanged.

Added on Dec 6, 2018:

Addendum 3

Issued to make the following change(s):

1) Due Dates Changed:

- a. Last Day for Questions: Was 12/11/2017 and now 12/18/2018
- b. Proposals due: Was 12/19/2018 and now 1/8/2019

2) For Question 28: Providing list of yard waste tons in FY2016, FY2017, and FY2018.

3) For Question 39: Updated wording for section 4.1.6:

4.1.6 One (1) original and one (1) copy plus five (5) separate electronic (soft) copies (Flash Drives) 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.

All other terms, conditions, and specifications remain unchanged.

Added on Dec 12, 2018:

Addendum 4

Issued to make the following change(s):

1) Per Question 40 :

Section 2.24.3 - Contractors Pollution Liability Coverage changed to:

Transporters Pollution Liability Coverage

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

2) Posted revised solicitation to reflect the change to sections 2.24.3 and 4.1.6

All other terms, conditions, and specifications remain unchanged.

City of Fort Lauderdale
Residential Curbside Collection Services
RFP # 12209-895

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, 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 scheduled for this Request for Proposal. While attendance is not mandatory, it is strongly suggested that all Contractors attend the pre-proposal conference.

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.

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. 08/18) 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 shall 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 for at least One-Hundred and Twenty (120) days from time of RFP opening 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.

Payment terms 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, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

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/general/contractsample021412.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 two 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 below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.16.1** Proposer or principals shall have five (5) years of relevant experience in solid waste management. Project manager assigned to the work must have experience in solid waste and recycling operations and have served as project manager on similar projects.
- 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

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.18 Local Business Preference – N/A

2.19 Protest Procedure

2.19.1 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>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.20 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.

2.21 Subcontractors

2.21.1 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.

2.21.2 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.

2.21.3 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 Proposal Security

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

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

2.23 Payment and Performance Bond

2.23.1 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.

2.23.2 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.

2.23.3 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.

2.24 Insurance Requirements

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

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

2.24.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Transporters Pollution Liability Coverage

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

Disposal Coverage

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

2.24.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance

- currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

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

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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:

2.29.1 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;

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

2.29.3 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

2.29.4 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.

2.30 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.

2.31 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.

2.32 Manufacturer/Brand/Model Specific Request – N/A

2.33 Contract Period

The initial contract term shall commence upon date of award by the City or May 1, 2019, whichever is later, and shall expire four (4) years from that date. The City reserves the right to extend the contract for two (2), additional three (3) 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.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of four (4) years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Cost Escalation. Thereinafter, under this contract shall be subject to a term upward adjustment of three percent (3.00%) of the then-current price. The first such adjustment shall become effective at the commencement of the first renewal three-year term. Subsequent adjustment shall become effective at the commencement of the second renewal three-year term.

2.35 Service Test Period

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

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

2.36 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.

2.37 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.

2.38 Substitution of Personnel

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

2.39 Ownership of Work

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

2.40 Condition of Trade-In Equipment – N/A**2.41 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.42 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 should be completed and submitted with Proposer's response to this RFP.

2.43 Service Organization Controls – N/A

2.44 Warranties of Usage

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

2.45 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information/Intent

The City of Fort Lauderdale is seeking a qualified Contractor to perform curbside collections as contained herein:

Residential Collection Units: 37,433
Commercial Collection Units: 563

The City provides for twice weekly collections of curbside municipal solid waste (MSW) using semi-automated carts in 65-gallon and 90-95 gallon capacities.

3.2 Permits, Taxes, Licenses and Franchise Fees

The successful bidder shall at his 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 would apply to this contract.

Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale. To be considered for award of this contract the Contractor must hold a current license for essential municipal services issued by the City or have applied for such with their completed application accepted by the City; prior to bid opening. Failure to provide evidence of such may deem the Contractor unresponsive. Link to Essential Municipal Services application: <http://qyr.fortlauderdale.gov/home/showdocument?id=14317>

The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.

Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 23% of gross receipts as established by resolution (refer to Chapter 24, Section 24-69 Fort Lauderdale Code of Ordinances). Any invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 23% of the total invoice amount (excluding recycling charges) billed to the City. Example below:

<i>Residential Trash Collection:</i>	$\$7.50 \text{ per unit} \times 20,000 \text{ units} =$	$\$150,000 \text{ invoiced to City}$
<i>Franchise Fee Due to City:</i>	$\$150,000 \times 0.23 =$	$\$34,500$

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 Bidder's proposal or upon request of the City, and on an annual basis thereafter.

3.3 Service Areas

The City currently provides the following collections to residential properties of three (3) units or less:

- Garbage (MSW) cart collections two (2) times per week
- Yard waste cart collections one (1) time per week
- Recycling (Single-stream) cart collections one (1) time per week

The City does have a small number of residential properties greater than three (3) units that are serviced underneath this contract. These locations are considered “grandfathered” and are listed under Multi-Family Accounts in Section 3.4 below.

Please refer to collection maps (**Exhibit “A”**). This solicitation includes all three (3) collection services and the City’s Bulk Collection Routes.

3.4 Carts

The City has issued each customer the following (semi-automated) wheeled carts for residential collection services:

- One (1) Black 65-gallon cart for MSW
- One (1) Green 95-gallon cart for yard waste
- One (1) Blue 65-gallon cart for single-stream recycling

The City reserves the right to utilize other sized carts including 35-gallon carts.

A limited number of residential customers may have more than one (1) cart for MSW, yard waste and/or recycling. The City charges an additional fee to residents wishing to add additional carts for MSW but does not charge an additional fee at this time for additional yard waste or recycling carts, in an effort to encourage disposal diversion.

Small commercial accounts are issued the following (semi-automated) wheeled carts serviced under this contract:

- Grey 95-gallon cart for MSW
- Blue 65-gallon cart for single-stream recycling

Small commercial accounts may have multiple carts including 95-gallon blue recycling carts.

The City currently does not track the number of yard waste or recycling carts by location for residential, multi-family or small commercial customers.

Current MSW Cart Counts as of October 1, 2018 are listed below:

- Commercial Cart Count: 691
- Single-Family MSW Cart Count: 34,948
- Duplex Cart Count: 2,949
- Triplex Cart Count: 1,054
- Multi-Family Cart Count: 576

Unserviceable containers should be reported by the Contractor, in writing, within 24 hours of observation, typically on the scheduled service day. The City will document the report using its internal work order system.

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 a driveway/ingress/egress. Carts shall be placed 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 care at all times.

It will be the City’s responsibility to procure new 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. All replacement parts shall be procured by the City at the City's sole expense.

The Contractor will be responsible to deliver, repair, remove and replace carts at the customer's location. Requests will be forwarded to the Contractor via electronic correspondence (e-mail) using the City's work order system. 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 the request is issued to the Contractor.

The following actions were performed over the last two fiscal years (October 1, 2016 through September 30, 2018)

Cart Shop Activity	FY2017	FY2018
Deliver Commercial	24	33
Deliver Recycle	801	760
Deliver Trash MSW	711	822
Deliver Yard Waste	766	715
Exchange/Repair Commercial	65	55
Exchange/Repair Recycle	497	590
Exchange/Repair Trash MSW	2082	2361
Exchange/Repair Trash YW	1088	1106
Remove Commercial	19	10
Remove Recycle	116	92
Remove Trash MSW	216	185
Remove Yard Waste	162	156
Remove All- Inactive	11	30

Contractor is responsible for the storage of City carts at a location of their choosing, subject to approval by the City's Contract Coordinator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing. Inventory shall include but may not be limited to:

- New Carts by Type and Size
- Refurbished Carts by Type and Size
- Damaged Carts (no longer useable)

The Contractor will be responsible for the receipt of cart deliveries as well as replacement parts when ordered from the City's cart manufacturing vendor, as coordinated through the City's Contract Coordinator or designee and Contractor's designee. This includes offloading the carts from the delivery truck, assembling as necessary and providing for validation of the bill of lading for accuracy of the delivery against the order. All shipping paperwork should be provided to the City within 48-hours of delivery by electronic correspondence or hard copy. In all cases, hard copy shall be delivered to the City within 10 business days to facilitate payment for the cart manufacturer. Carts will be ordered in full load shipments. Partial orders may not be accommodated. Contractor is responsible for maintaining adequate inventory of carts and replacement cart parts at all times.

At no time shall a City-owned cart be used for open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.

Contractor shall be responsible for the repair of carts (excluding body cracks or approved non-repairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.

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 managed and disposed of consistent with County and State regulations.

All retired carts (no longer able to be used) shall have axles and wheels and lids removed. Any useable parts shall be retained for repair requests by the Contractor. All retired carts will be recycled by the City unless otherwise approved by the City's Contract Coordinator in writing. All proceeds related to the recycling of the carts are retained by the City. The City shall be responsible for identifying the vendor transporting the retired carts for recycling and coordinate these activities with the Contractor being notified in writing at least five (5) days prior to transport. Contractor shall assist as needed with dismantling and stacking carts and loading to be hauled. Should Contractor dispose of carts without permission, the City will bill Contractor for the replacement of the cart(s) disposed of using the pricing available per the active cart manufacturing contract at the time the carts were disposed. Current prices are below:

65 Gallon Black	\$38.75
65 Gallon Blue	\$39.72
96 Gallon Blue	\$49.47
96 Gallon Gray	\$47.51
96 Gallon Green	\$48.07

The City currently uses handheld scanners to record cart activities. Two (2) scanners will be provided to the Contractor for this purpose. The hand scanner is to be used only to record cart deliveries, removals and/or exchanges/repairs. It is not intended to be used as part of collection operations. Scanners must be connected to a proprietary software system hosted by the City's cart manufacturing vendor so that the scanned data may be uploaded into a cloud-based software management system. This process is required a minimum of once weekly. Contractor will be provided access and a unique log-on by the City's cart manufacturing vendor. Contractor will be responsible for the replacement value of the handheld scanner if damaged or lost.

The City's existing inventory of carts and replacement cart parts will be transferred to the Contractor's approved storage location as approved by the City's Contract Coordinator upon execution of the contract. It is the Contractor's responsibility to transport carts and replacement cart parts from the City's current storage location at 1901 NW 6th Street, Fort Lauderdale, FL 33311 to the Contractor's storage location. All carts and replacement cart parts are the property of the City of Fort Lauderdale and remain the City's property. No ownership rights shall be claimed by the Contractor during or after the term of this contract. Upon termination or expiration of this agreement, all carts held in the Contractor's inventory for the City, including replacement parts and handheld scanners, shall be delivered to the City by the Contractor and remain the property of the City. Title to all carts and associated equipment remains with the City throughout the duration of this contract and upon termination or expiration of this contract.

The City recognizes that Contractor's employees or equipment may unintentionally damage collection carts. Contractor shall reimburse the City at current contract pricing for the following no later than the yearly anniversary of their contract with the City:

- Cost of one (1) load of black MSW carts - 65-gallon capacity (Currently \$25,962.50)

3.5 Pick-Up Locations

Solid waste 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 the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts 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 pull 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 by the City.

The Contractor shall provide Service for the Disabled as described in section 3.9 herein.

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 requirement and equipment necessary to provide garbage, yard waste and 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 proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

All sanitation 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 the same day or the next business day and coordinate with City staff during these instances.

3.6 Schedules and Routes

Contractor shall notify the City of its routes and schedules. City reserves the right to deny Contractor access to certain streets, alleys and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets, bridges or other infrastructure. Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

Customers serviced under this contract shall be provided service on the established route service days. Any and all route and schedule changes shall be approved by the City's Contract Administrator. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice approved by City. All costs are to be borne by the Contractor. City expressly reserves the right to approve or deny any requests for routing or scheduling changes.

The City may modify pick-up days, no more frequently than annually, during the term of the contract.

Contractor acknowledges and accepts that at times during the year the quantity of MSW, yard waste and recycling to be collected and disposed of is materially increased by fluctuations in seasonal residents, which may impact Contractor's workload. Contractor agrees that they must maintain the required collection schedules and routes at all times.

Contractor shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the Contractor.

Contractor and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. Contractor shall immediately notify the owner or occupant of the property along with the City to immediately cure the safety risk.

The Contractor shall increase the tolls, work force and equipment as needed to properly perform under this contract.

City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. Contractor agrees to provide any and all information requested by the City related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. Contractor agrees to conduct audits from time to time as requested by the City including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the City.

3.7 Pick-Up Policy

Garbage, yard waste and recycling shall not be collected in the same vehicle unless authorized by the City.

- A. All 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.
- B. Missed & Late Set Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.
- C. Each collection day, Contractor shall send a list of routes, drivers assigned and trucks dispatched. Status updates to be provided at 10am and 3pm daily.
- D. The Route Supervisor shall be responsible to ensure that all route collections have been completed and all customer complaints have been addressed each day. E-mail verification will be provided by each Route Supervisor to the City's Customer Service Center once collections have been completed each day. Crews will return to an address on the scheduled route day when necessary to provide service for a customer.
- E. Service for the Disabled: The City has customers that are unable to place their CART curbside. The Contractor will be responsible for bringing the CART(S) to the curb for service and then returning the CART(S) to its original location. There will be no additional charge for these residents

3.7.1 Garbage Pick-Up Policy

- A. Garbage cart collection shall be twice a week on specific days for each neighborhood as determined by the City.
- B. Contractor shall collect all extra garbage bags placed on top of the cart.
- C. Following the Christmas holiday, Contractor shall pick all extra bags on top of and on the side of the cart to assist the customer with any extra disposal 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.

- D. Route Supervisor shall report to Customer Service via e-mail any location that continuously places trash bags out for collection or continuously has an overflowing cart. A City inspector will check the address for adequate service.
- E. Contractor will collect up to two (2) passenger or light truck tires with or without rims per residence, per garbage collection day, not to exceed four (4) passenger or light truck tires collected per year. These will be placed next to the garbage cart by the resident for collection. Contractor shall not commingle with compacted trash and accommodate disposal separately and at the cost and discretion of the Contractor.
 - 1. Five (5) Pick-up requests from October 1, 2016 through September 30, 2017
 - 2. Ten (10) Pick-Up requests from October 1, 2017 through September 30, 2018

3.7.2 Yard Waste Pick-Up Policy

- A. Yard waste cart collection shall be one time per week on specific days for each neighborhood as determined by the City.
- B. Clean Yard Waste: All yard waste must be "clean" (Free of other waste) and placed inside the cart. Tree trimmings, hedge and yard cuttings, leaves, cut up palm fronds and wood products without nails is accepted. Driver shall inspect the container for contamination before dumping. If the customer has moderately commingled mixed debris (on top) and vegetative waste, the Contractor shall separate the mixed debris from the vegetative waste and collect the yard waste material. Cart shall also be tagged informing the customer of the problem. This should then be reported to the City for follow-up and appropriate recording. If the customer has a considerable amount of mixed debris commingled (throughout the cart) with yard waste or if the customer is using the yard waste cart for garbage, the cart will not be emptied. Route Supervisor shall ensure that the cart is tagged advising why the cart was not serviced, contact the customer and immediately report the address the Customer Service via e-mail.
- C. Contractor agrees to work in cooperation with the City on any yard waste campaigns and activities related to education or contamination of carts. This includes but is not limited to identifying contamination on route, marketing campaigns including Contractor's equipment or staff, audits and meetings or presentations.

3.7.3 Recycling Pick-Up Policy

- A. Recycling cart collection shall be once per week on specific days for each neighborhood as determined by and approved by the City.
- B. Following the Christmas holiday, Contractor shall pick up all extra recyclables placed on top of and next to 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.
- C. Contractor shall collect all extra recyclables placed on top of or beside the cart.
- D. 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 newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice and pasta.
 - 2. Aluminum food and beverage containers
 - 3. Steel food and beverage containers
 - 4. All plastic bottles and containers marked 1,2,3,4,5,6 and/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 unless accepted by the recycling processor receiving the material collected.

5. Aseptic containers (milk and juice cartons/drink boxes)
6. Glass food or beverage containers - clear, brown and green and
7. Cardboard from non-grocery items such as shipping boxes
- E. 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 the materials accepted.
- F. All recyclables are to be "clean" (free of waste or other non-recyclable contamination) and placed inside the cart for collection by the customer. Driver shall inspect the cart for contamination before dumping. If contamination is present and cannot be removed, Contractor shall leave the cart unserviced and tag the container with notice of contamination. Contractor shall report all carts tagged to the City within the same business day as tagging the cart. City shall provide tags to the Contractor for this purpose.
- G. Customers can schedule pick-ups of large amounts of cardboard by contacting the City's 24-Hour Customer Service Center. Contractor will accommodate these collections as directed by the City. Average requests are 5 per month. There will be no additional cost to the City for this service.
- H. Contractor agrees to work in cooperation with the City on any recycling campaigns and activities related to education or contamination of carts. This includes but is not limited to identifying contamination on route, marketing campaigns including Contractor's equipment or staff, audits and meetings or presentations.

3.8 Complaints

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

- A. Complaints, missed pick-ups or service requests sent to the Contractor before 4:00 PM each day shall be serviced before 6:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
- B. Complaints, missed pick-ups or service requests sent to the Contractor after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.
- C. Any service inquiries not responded to by the Contractor and confirmed as completed will be converted to a missed pick-up 24-hours after the inquiry is logged and deemed incomplete.
- D. Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
- E. Any customer reporting no service after 6pm on the service day will be recorded as a missed pick-up.
- F. All service requests and correspondence from the City received before 6pm Monday through Saturday shall be acknowledged by the Contractor within 4 hours of being sent. Correspondence sent after 6pm or on Sunday shall be acknowledged no later than 9am the following morning.

3.9 Service for the Disabled

There are presently 26 customers in the City that are unable to place their cart curbside. The Contractor will be responsible for bringing the cart(s) to the curb for service and then returning

the cart(s) to the original location. There will be no additional charge for these residents. The City certifies this list annually and reserves the right to modify this list 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 require additional service. The City may request extra service for a special event or for code compliance purposes. This shall be at no additional cost to the City.

3.11 City Facility Trash and Recycling Service

Contractor agrees to supply all City facilities (**Exhibit "B"**) with both trash and recycling service. Trash service shall occur no less than twice weekly and recycling service no less than once weekly. The capacity of container and frequency of service may change throughout the term of this contract. Contractor agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. Rolloff containers may also be requested where the Contractor will be compensated for the haul only. The City reserves the right to add, remove or adjust service locations as needed. Disposal costs remain the responsibility of the City, including the benefit of any recycling revenues.

Contractor shall maintain a list of all City facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the City monthly, no later than the 20th of each month.

3.12 Special Events

Contractor shall provide trash and recycling containers at no cost to the City including carts, frontload containers (2cy through 8cy capacity) and Rolloff containers, upon the City's request. Disposal costs remain the responsibility of the City, including the benefit of any recycling revenues. These events include but may not be limited to the following:

- A. New Year's Eve Bash
- B. Spring Break (Front End Load containers serviced daily for approximately 6 weeks)
- C. Air and Sea Show
- D. Great American Beach Party
- E. Memorial Day Weekend
- F. Fourth of July Spectacular
- G. Huizenga Ice Rink
- H. Labor Day
- I. Sistrunk Festival
- J. Sistrunk Parade
- K. Light-Up Sistrunk
- L. Saint Patrick's Day Parade
- M. Household Hazardous Waste Events (Currently three (3) annually)

3.13 Education and Community Outreach

From time to time, Contractor shall assist and/or support the City at local special events. Examples include but are not limited to: using collection vehicles to participate in special educational presentations, Earth Day, Green Your Routine and Home Owner Association functions and environmental events, clean ups and other such activities.

In addition, Contractor agrees to contribute \$20,000 annually in one lump sum payment to the City, no later than the anniversary date of the contract, to assist in the costs of supporting the collection activities related to solid waste and yard waste collections. These costs include staff time related to special programs, oversight and compliance and audits, providing literature related to solid waste and yard waste collection, promotional materials {brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers about the proper methods to be used for solid waste and yard waste collections and any other information which explains and supports the City's solid waste programs. An additional \$10,000 is due to the City annually, in one lump sum payment, to support recycling programs. These costs include staff time related to special programs, oversight and compliance and audits, providing literature related to recycling collection, promotional materials (brochures, newsletters, flyers, door hangers, magnets, etc.) developed to educate residential customers about the proper methods to be used recycling collections and any other information which explains and supports the City's solid waste programs.

3.14 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" and/or until the Contract Administrator 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. 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" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage 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.

3.15 Electronics Collection

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 and excluding white goods) can be dropped off for recycling. The City has piloted a curbside electronics collection program (started May 2018) that has been successful in the Victoria Park neighborhood of Fort Lauderdale. See link for more information:

<https://gyr.fortlauderdale.gov/greener-government/recycling-waste-reduction/victoria-park-curbside-electronics-pick-up-pilot-program>

The City has a desire to continue to offer this service to its residents Citywide as part of its curbside collection service. Residents call the City's 24-Hour Customer Service Center to schedule an electronics pick-up. Contractor is notified and collection is made on the resident's scheduled recycling collection day.

Contractor will be responsible to secure appropriate recycling facility (R2 Certified), with the City's approval of the facility at its sole discretion, for the electronics collected. Contractor is responsible for the costs for the recycling of the materials collected and the City will receive any rebates for the materials collected, as applicable. Contractor will provide City with all load tickets. At no time will the Contractor dispose of electronics collected at a facility not approved by the City's Contract Administrator. This program will be part of the residential solid waste collections program.

Pilot electronics collections for the pilot program as follows for 5 months of program:

Day of Service	# of Pick-ups
Wednesday	2
Thursday	3
Friday	0
Saturday	51
Total	56

3.16 Disposal

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

The City shall pay for all disposal costs for garbage, yard waste and recycling collections, excluding tires and electronics. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace

missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The Contractor shall pay 50% of the total disposal cost charged to the City for contaminated yard waste loads that are not accepted by the disposal facility at the lowest possible disposal rate for clean yard waste. This includes any additional costs related to segregating, reloading or disposing of the load. The intent is to provide Contractor incentive to participate and ensure a successful yard waste recycling program, achieving the lowest possible disposal rate and to perform in the City's best interest.

Weight tickets are required for the City to track, reconcile and pay disposal fees. Contractor shall provide all disposal tickets each week. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicating scale house weight tickets. After notifying the Contractor to replace missing tickets within five (5) days, the City may request duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous or repetitive.

The City currently participates in an Inter-Local Agreement requiring that all processable waste be disposed at the Wheelabrator Waste-to-Energy Plant located in Broward County, Florida. All yard waste shall be taken to Sun Bergeron's facility in Davie or other designated location as directed by the City.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge. The following disposal sites have been approved and are currently being used:

Garbage: all Processable collected shall be disposed of at:
Wheelabrator Waste-to-Energy facilities in Broward County, Florida.
South Plant: 4400 South State Road 7, Fort Lauderdale, Florida 33314

Yard Waste: all yard waste collected under this contract shall be delivered to:
Waste Management: 3250 SW 50th Avenue, Davie

Recyclables: all recycling collected under this contract shall be delivered to:
Waste Management: 1750 SW 43rd Terrace, Deerfield Beach

Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste and/or recyclable processing with its existing disposal vendors, or the Inter-Local Agreement under which the City is currently operating is no longer in effect for any reason, or if the City, at its sole discretion, chooses to cease directing volumes from any collection activities, the City reserves the right to require Contractor to procure disposal or processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should the vendor be located outside of Broward County, the City would reimburse the Contractor based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the Contractor and approved by the City. The City reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.

The City reserves the right to remove commodities from its recycling collections at the City's sole discretion. Written notice will be provided to the Contractor providing 30-day notice of

such change. 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 in a format acceptable to the City. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying Contractor to replace missing tickets within five (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 add administrative overhead if missing load tickets becomes continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load.

Historical Tons are as follows:

Tons By Material			
Fiscal Year	Garbage (MSW)	Yard Waste	Recycling
FY13-14	40,439	14,776	10,060
FY 14-15	39,500	16,234	10,702
FY 15-16	44,383	15,203	10,466
FY 16-17	45,825	14,441	10,747
FY 17-18	44,573	14,757	11,787

3.17 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 disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT. The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

3.18 Management

The City's Solid Waste & Recycling Program takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer our customers a high level of quality service to guarantee customer satisfaction.

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

Resources: Contractor shall furnish and supply sufficient resources to complete the scheduled route on the designated route day 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 or dispatch office to receive customer requests from the City Customer Service Center and Contract Administrator and staff to effectively handle service related issues. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. Contractor will refer all City residents who may reach out to the Contractor directly back to the City's 24-Hour Customer Call Center so that all calls are recorded in the City's database.

Route Supervisor: Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor dedicated to every seven (7) Contractor routes who exclusively supports the City of Fort Lauderdale. An Alternate Route Supervisor should 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 Supervisors to be in-service Monday-Saturday to respond to collection related issues immediately via two-way communications from the City's 24-Hour Call Center or the City's Contract Administrator. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City. Route Supervisor shall be in 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(s) so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond 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 being properly 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 or vehicles, regardless of fault, while performing work under this contract and/or damage to public or private property immediately or no later than 24 hours of occurrence.

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 City revenue.

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 interest, be highly motivated and dependable with the ability to establish positive relationships with City staff, Customer Service and the general public.

Route Supervisor will also be required to attend meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.

Route Supervisor may be required to attend public meetings or functions 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.

City shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any route supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors added during the term of this contract are subject to the written approval of the City's Contract Administrator.

3.19 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 or subcontractor 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 reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. City reserves the right to request a current employee roster at any time.

3.20 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 easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" 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 vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water 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 be 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 such that all collected garbage and yard waste 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 pitch fork, shovel and 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 24 months of the execution of this contract, Contractor agrees to implement alternative fuel vehicles for service within the City. Type of vehicles and specifications should be provided as part of this solicitation response or within ten (10) days of City request. Failure to submit within ten (10) days of City request may deem the Bidder non-responsive.

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 alcohol, 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.

Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated and tons hauled.

Trucks currently operated by day as reported by the current contractors are below:

	<u>GARBAGE</u>	<u>YW</u>	<u>RECYCLING</u>
Monday	11	4	5
Tuesday	12	4	6
Wednesday	11	4	7
Thursday	10	6	5
Friday	11	5	5
Saturday	10	4	3

All vehicles with a side opening exceeding 36 inches between the front and rear axles shall have side guards to protect pedestrians and bicyclists. These side guards shall not interfere with the operation of the vehicle.

- The bottom of the grade shall be approximately 13" from grade or (asphalt/concrete)
- The Guard face shall be 24" wide and made of 11 gauge still or greater
- The guard shall be supported by 3 – 1"x3" supports extending from frame

All Contractor vehicles shall be well maintained and clean in appearance.

Contractor shall provide the City Contract Administrator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.

It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract. Additionally, Contractor shall be responsible for providing adequate office space and telephone/data services to perform under this contract, at no additional cost to the City.

3.21 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 operate after 6:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee.

3.22 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, the contractor is required to collect extra bags and boxes placed on or around the carts for disposal or recycling. In addition, for two weeks following Christmas Day, Contractor agrees to collect Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments and other decorations. Quantities collected must be tracked by the Contractor and reported to the City.

3.23 Public Information

The City shall prepare, print and provide the Contractor with all program information such as cart hangers, program brochures and guidelines unless otherwise requested by the Contractor and approved by the City.

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

3.24 Liquidated Damages

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay liquidated damages upon receipt of invoice from 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.

- A. Missed pick-up complaints, per calendar week (Sunday through Saturday)
 - 1. MSW (garbage) \$10.00 per complaint over 40 complaints per week
 - 2. Yard Waste \$10.00 per complaint over 15 complaints per week
 - 3. Recycling \$10.00 per complaint over 15 complaints per week
- B. Missed pick-up complaints from the same customer, more than three, per City fiscal year October 1 through September 30 - \$25.00 per complaint
- C. Failure to clean spilled materials following service resulting in customer complaint - \$25.00 each complaint
- D. Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - \$2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost
- E. Failure to maintain scheduled route start and end times (7am to 6pm) - \$250 per violation
- F. Failure to maintain required supervisory staff, including back-up supervisor - \$500 per week

- G. Failure to provide scheduled reports within 48 hours of request from City - \$100 per day
- H. Failure to deliver, exchange, repair or remove cart within five (5) business days following the request being sent to the Contractor - \$10 per occurrence (Documented attempts by Contractor where service cannot be provided reset the five (5) business days.
- I. Failure to deliver, exchange, repair or remove cart within ten (10) business days following the request being sent to the Contractor - \$100 per occurrence. (Excludes attempts as noted above in 3.24 (H))
- J. Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4:00 pm or by 9:00 am the following morning when received after 4:00 pm - \$250 per occurrence
- K. Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - \$1000 per occurrence
- L. Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4:00 pm or by 9:00 am the following morning when received after 4:00 pm - \$250 per occurrence
- M. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, public safety, incident, etc.) resulting in delayed service to customers - \$1000 per operating day

Contractor may appeal the imposition of liquidated damages by incident by notifying the City in writing of its intent to do so within ten (10) calendar days of receipt of liquidated damages from the City. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive liquidated damages at its sole discretion.

3.25 Restructuring Collection Routes (Routing)

The City recognizes that routes may need to be restructured from time to time and that Contractor desires to provide service as efficiently as possible. It is the City's intent to reroute all collection services throughout the City, including its City-supported bulk collection services and potentially services provided by other City vendors. Contractor will be responsible for providing any routing software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense, to provide options for restructuring of all services. Service levels shall remain the same to customers with no changes in service frequency. City Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the City and must include a formal timeline for implementation, including public outreach. Contractor is responsible for providing all route restructuring services, including reports as requested by the City along with any data required to make an informed decision, in a format acceptable to the City. Timing of reroutes, if approved, shall be determined by the City, at the City's sole discretion.

3.26 Other Services

The City reserves the right to request Contractor to provide additional services during the contract term. Such requests shall be made in writing. Contractor will have thirty (30) calendar days to respond back to the City with proposal including pricing. The City reserves the right to accept or reject proposal.

3.27 Optional Benefits or Services

Contractor has the opportunity to offer optional benefits or services to the City, to be included in the contract that is not listed in this RFP. Contractors should include these optional benefits or services and any costs as part of their response to the RFP.

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)

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 (2018), 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.
- 4.1.6** One (1) original and one (1) copy plus five (5) separate electronic (soft) copies (Flash Drives) 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 (100 total pages), 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 Flash Drives in an envelope or 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.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

4.2.5 References

Provide at least three references, 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 Optional Benefits or Services

4.2.7 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.

4.2.8 Subcontractors

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

4.2.9 Required Forms and 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. Non-Discrimination Certification Form

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

E. E-Verify

Affirmation Statement should be completed and submitted with Proposer's response to this RFP.

F. 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.

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.

H. Proposal Security

Original bond is to be placed in a separate envelope and NOT bound into your Original proposal. A copy can be bound in the Copy of the proposal.

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 Services Division 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 Proposals, 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

QUALIFICATIONS AND EXPERIENCE	10%
Firm background, history and overall experience	5%
Staff experience and resumes	5%
OPERATIONAL PLAN	40%
Customer Service Plan	10%
Available Resources including Staffing, Facility, Equipment	10%
Operational Plan/Transition Plan	20%

PRICE PROPOSAL	30%
PAST PERFORMANCE	10%
References, past performance, years in business	10%
DEMONSTRATED FINANCIAL CAPABILITY	10%
<i>TOTAL PERCENT AVAILABLE:</i>	<i>100%</i>

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

SECTION VI - COST PROPOSAL PAGE**Proposer Name:** _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified 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.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

We are requesting you to provide us the UNIT price per each residential and commercial account for the following service:

$$37,433 + 563 = 37,996 \quad 37,996 \text{ Accounts} \times 12 \text{ Months} = 455,952 \text{ Units}$$

Option A: Individual Pricing

Provide an Individual Price for Each:

	<u>QUANTITY</u>		<u>UNIT COST</u>		<u>TOTAL</u>
1. MSW (garbage)	455,952 Units	x	\$ _____	=	\$ _____
2. Yard Waste	455,952 Units	x	\$ _____	=	\$ _____
3. Recycling	455,952 Units	x	\$ _____	=	\$ _____

Option B: Combined Pricing for MSW (garbage), Yard Waste and Recycling

Provide an All Inclusive Price:

<u>QUANTITY</u>		<u>UNIT COST</u>		<u>TOTAL</u>
455,952 Units	x	\$ _____	=	\$ _____

Submitted by:

Name (printed)

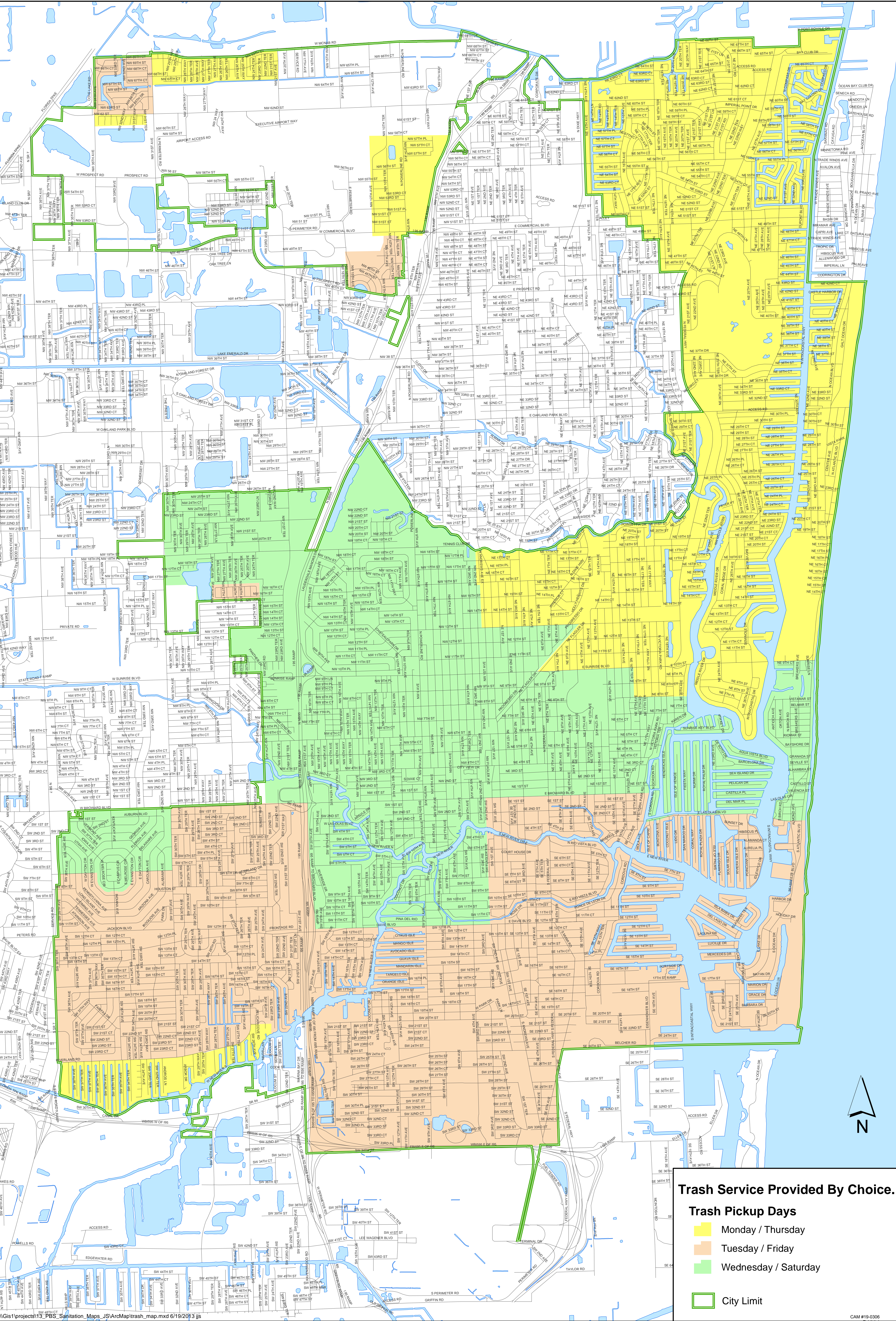
Signature

Date

Title



City of Fort Lauderdale Trash Pickup



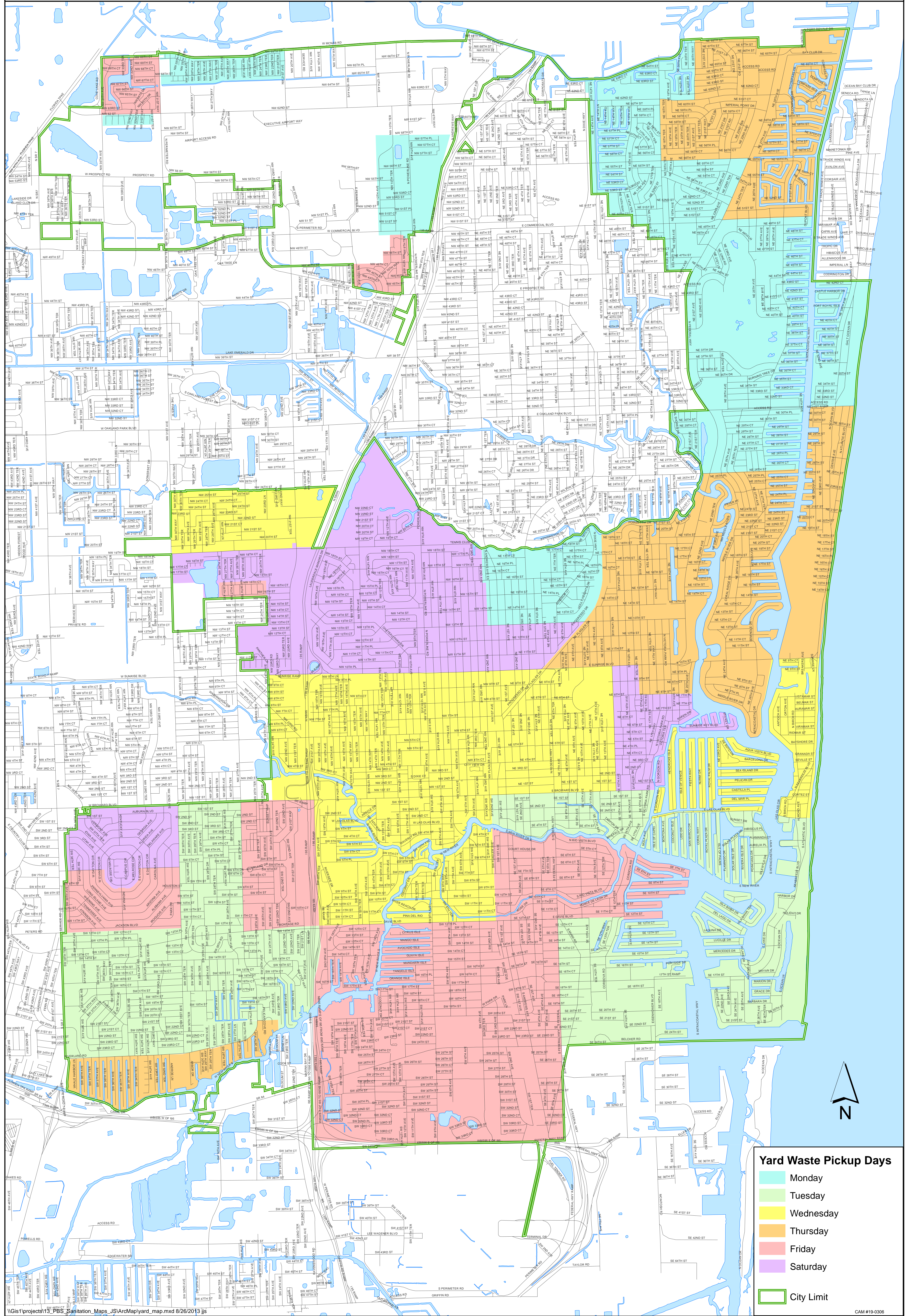
Trash Service Provided By Choice.

Trash Pickup Days

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



City of Fort Lauderdale Yard Waste Pickup

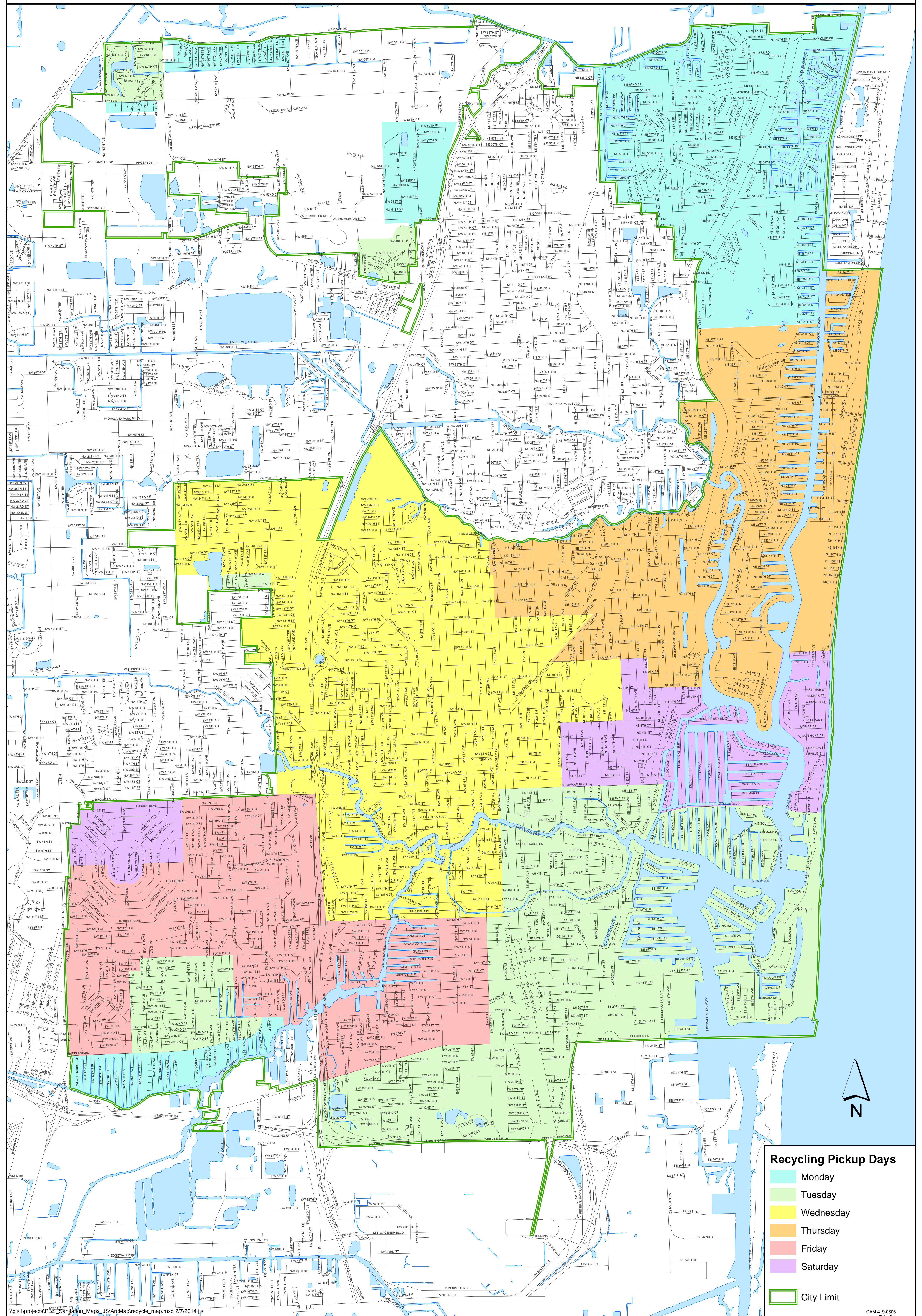


Yard Waste Pickup Days

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

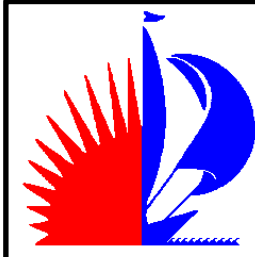


City of Fort Lauderdale Recycling Pickup



Recycling Pickup Days

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



City of Fort Lauderdale Bulk Trash Pickup

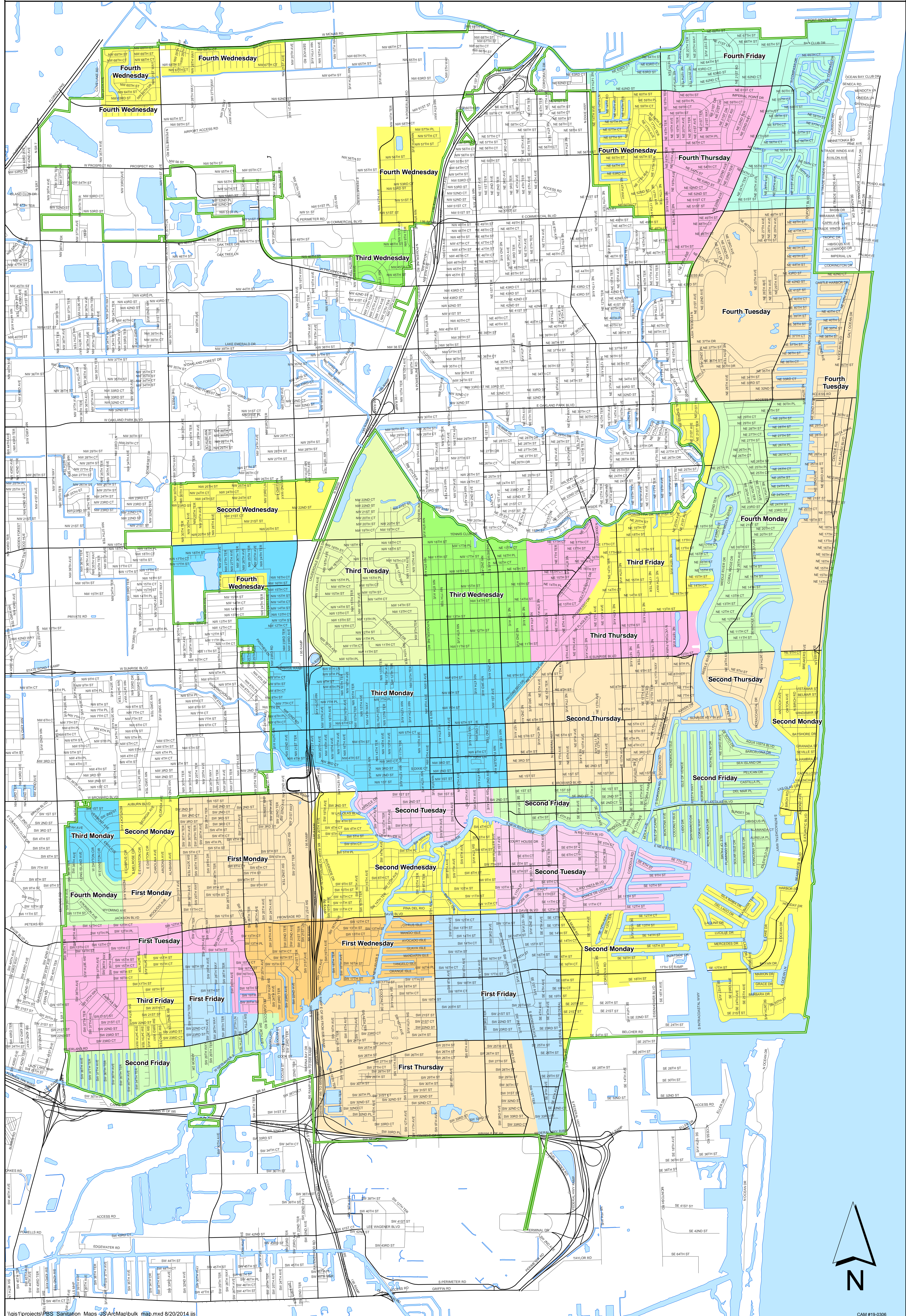


EXHIBIT "B"

LOCATION NAME	SERVICE ADDRESS	CONTAINER SIZE	Trash (T), Yard Waste (G) or Recycle (Y)	FREQUENCY	NUMBER OF CONTAINERS
AIRPORT	5555 NW 15TH AVENUE	8 YD	T	2	1
AIRPORT MAINTENANCE	2020 EXECUTIVE AIRPORT WAY	8 YD	T	3	1
BASS PARK	2750 NW 19 STREET	4 YD	T	3	1
CART SHOP	1901 NW 6 STREET	4 YD	T	2	2
CARTER PARK	1450 W SUNRISE BOULEVARD	8 YD	T	3	2
CARTER PARK	1450 W SUNRISE BOULEVARD	96 G	Y	1	2
CITY OF FORT LAUDERDALE - AIRPORT	6000 EXECUTIVE AIRPORT WAY AVENUE	6 YD	Y	1	1
CMS	4250 NW 10TH AVENUE	4 YD	T	2	1
CMS	4250 NW 10TH AVENUE	4 YD	Y	1	1
COMMUNITY POLICE	533 NE 13TH STREET	2 YD	T	2	1
COMMUNITY POLICE	533 NE 13TH STREET	96 G	Y	1	2
COMMUNITY REDEVELOPMENT	914 NW 6TH STREET	96 G	Y	1	1
COOLEYS LANDING	450 COOLEY AVENUE	6 YD	Y	2	1
COOLEYS LANDING	450 SW 7TH AVENUE	8 YD	T	5	1
CROISSANT PARK	245 W PARK DRIVE	96 G	Y	1	2
CROISSANT PARK REC CENTER	245 W PARK DRIVE	2 YD	T	3	1
DEPT. OF SUSTAINABLE DEVELOPMENT	700 NW 19TH AVENUE	6 YD	T	2	1
DEPT. OF SUSTAINABLE DEVELOPMENT	700 NW 19TH AVENUE	96 G	Y	1	6
EXECUTIVE AIRPORT	6000 NW 21ST AVENUE	2 YD	T	2	1
EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING	6000 NW 21ST AVENUE	6 YD	Y	2	1
EXECUTIVE AIRPORT ADMINISTRATIVE BUILDING	6000 NW 21ST AVENUE	96 G	Y	1	4
EXECUTIVE AIRPORT- CUSTOMS BUILDING	6000 NW 21ST AVENUE	6 YD	T	2	1
FIRE STATION # 49	1015 SEABREEZE BOULEVARD	96G	Y	2	3
FIRE STATION #3	2801 SW 4TH AVENUE	96G	Y	1	2
FIRE STATION #3	2801 SW 4TH AVENUE	2 YD	T	2	1
FIRE STATION # 49	1015 SEABREEZE BOULEVARD	4 YD	T	2	1
FIRE STATION # 53	2200 EXECUTIVE WAY	96 G	Y	2	3
FIRE STATION # 53	2200 EXECUTIVE WAY	3 YD	T	2	1
FIRE STATION #13	2871 E SUNRISE BOULEVARD	2 YD	T	2	1
FIRE STATION #13	2871 E SUNRISE BOULEVARD	96 G	Y	1	3
FIRE STATION #29	2002 NE 16TH ST	96 G	T	2	1
FIRE STATION #29	2002 NE 16TH ST	96 G	Y	1	1
FIRE STATION #35	1969 E COMMERCIAL BOULEVARD	96 G	T	2	2
FIRE STATION #35	1969 E COMMERCIAL BOULEVARD	96G	Y	1	2
FIRE STATION #47	1000 SW 27TH AVENUE	3 YD	T	2	1
FIRE STATION #47	1000 SW 27TH AVENUE	96 G	Y	1	1
FIRE STATION #54	3051 NE 33RD AVE	96 G	T	2	3
FIRE STATION #54	3051 NE 33RD AVE	96G	Y	2	3
FIRE STATION ADMIN/STATION 2	528 NW 2ND STREET	3 YD	T	2	1
FIRE STATION ADMIN/STATION 2	528 NW 2ND STREET	3 YD	Y	1	1
FIRE STATION ADMIN/STATION 2	528 NW 2ND STREET	96 G	Y	1	2
FIRES STATION #46	1515 NW 19TH ST	2 YD	T	2	1
FLEET MANAGEMENT	220 SW 14TH AVENUE	96 G	T	2	27
FLEET MANAGEMENT	220 SW 14TH AVENUE	96 G	Y	2	27
FLOYD HULL STADIUM	2800 SW 8 STREET	8 YD	T	2	1
FORT LAUDERDALE CITY HALL	100 N ANDREWS AVENUE	96 G	Y	2	12
FORT LAUDERDALE CITY HALL	100 N ANDREWS AVENUE	6 YD	T	3	1
FORT LAUDERDALE CITY HALL	100 N ANDREWS AVENUE	6 YD	Y	2	2
FORT LAUDERDALE COMMUNITY CENTER	3351 NE 33 AVENUE	4 YD	T	2	1
FORT LAUDERDALE COMMUNITY CENTER	3351 NE 33RD AVENUE	96 G	Y	1	3
FORT LAUDERDALE STADIUM	5555 NW 15 AVENUE	8 YD	T	2	1
FUEL DEPOT	949 NW 38TH STREET	8 YD	T	3	1
GARAGE	1301 SW 1 COURT	8 YD	T	2	1
GEORGE ENGLISH PARK	1101 BAYVIEW DRIVE	96 G	Y	1	3
GTL PLANT	1765 SE 18TH STREET	96 G	Y	1	1
HALL OF FAME POOL	501 SEABREEZE BOULEVARD	8 YD	T	3	1
HALL OF FAME POOL	501 SEABREEZE BOULEVARD	96 G	Y	1	12
HEALTH CENTER	105 NE 3RD STREET	96 G	Y	1	1
HEALTH CENTER	105 NE 3RD STREET	96 G	T	2	1
HOLIDAY - TENNIS (JTC) PARK	701 NE 12TH AVENUE	96 G	Y	1	2
HOLIDAY PARK - GYM	1200 G HAROLD MARTIN DR	96 G	Y	1	2
HOLIDAY PARK - WAR MEMORIAL	800 NE 8TH STREET	6 YD	Y	2	1
HOLIDAY PARK - WAR MEMORIAL	800 NE 8TH STREET	96 G	Y	1	6
HOLIDAY PARK ACTIVITY CENTER	730 N FEDERAL HIGHWAY	8 YD	T	2	1
HOLIDAY PARK GYM SOCIAL CENTER	HOLIDAY PARK PARKING LOT	6 YD	T	2	1
HOLIDAY SOCIAL CENTER/SOCCER FIELD PARK	1150 G HAROLD MARTIN DR	96 G	Y	1	2
HORTT CENTER	1700 SW 14TH COURT	96 G	Y	1	1
KENNELS	6201 HAWKINS ROAD	4 YD	T	2	1
LAS OLAS DOCKS	240 LAS OLAS CIRCLE	8 YD	T	5	1
LAS OLAS MARINA	240 LAS OLAS CIRCLE	96 G	Y	1	10

EXHIBIT "B"

LOCATION NAME	SERVICE ADDRESS	CONTAINER SIZE	Trash (T), Yard Waste (G) or Recycle (Y)	FREQUENCY	NUMBER OF CONTAINERS
LAUDERDALE MANORS PARK	1340 CHATEAU DRIVE	6 YD	T	2	2
LAUDERDALE MEMORIAL OFFICE	2001 SW 4TH AVENUE	96G	Y	1	1
MARINE PATROL	1784 SE 15 STREET	4 YD	T	3	1
MARINE PATROL	1784 SE 15 STREET	96 G	Y	1	2
METER SHOP	4030 S STATE RD 7	4 YD	Y	1	1
METER SHOP	4030 S STATE ROAD 7	6 YD	T	2	2
MILLS POND PARK	2201 NW 9TH AVENUE	96 G	Y	1	10
MILLS POND PARK	2201 NW 9TH AVENUE	8 YD	T	2	4
OSSWALD PARK/ROCK ISLAND	2220 NW 21ST AVENUE	96 G	Y	1	3
OSSWALD PARK/ROCK ISLAND	2555 NW 21 AVENUE	4 YD	T	4	2
PARKER THEATER	707 NE 8TH STREET	8 YD	T	4	1
PARKER THEATER	707 NE 8TH STREET	3 YD	Y	1	1
PARKER THEATER	707 NE 8TH STREET	96 G	Y	1	3
PARKING ADMINISTRATION	290 NE 3RD AVENUE	4 YD	T	2	1
PARKING ADMINISTRATION	290 NE 3RD AVENUE	96 G	Y	1	3
PARKING ADMINISTRATION	290 NE 3RD AVENUE	2 YD	Y	1	1
PARKING GARAGE	300 SE 1ST AVENUE	3 YD	T	2	1
PARKS BUILDING 1 PARKS MAINTANENCE	220 SW 14TH AVENUE	96 G	Y	1	2
PARKS BUILDING 3 GEN SRVCS	220 SW 14TH AVENUE	96 G	Y	1	2
PARKS BUILDING 7 SANITATION	220 SW 14TH AVENUE	96 G	Y	1	4
PARKS COMPOUND GARAGE	220 SW 14TH AVENUE	96 G	Y	1	3
PARKS COMPOUND GAS	220 SW 14TH AVENUE	96 G	Y	1	2
PARKS OPERATIONS	260 SW 14 AVENUE	8 YD	T	2	1
PARKS SANITATION SW 14TH AVENUE	220 SW 14TH AVENUE	6 YD	Y	1	1
PARKS SANITATION SW 14TH AVENUE	220 SW 14TH AVENUE	65 G	T	2	4
PEELE DIXIE WATER PLANT	1500 S STATE ROAD 7	4 YD	T	2	1
PEELE DIXIE WATER PLANT	1500 S STATE ROAD 7	96 G	Y	1	1
PENSION OFFICE	316 NE 4TH STREET	96 G	T	2	1
PENSION OFFICE	316 NE 4TH STREET	96 G	Y	1	1
PERFORMING ARTS CENTER	201 SW 5th AVENUE	8 YD	T	7	2
PERFORMING ARTS CENTER	201 SW 5th AVENUE	8 YD	Y	3	1
PERFORMING ARTS CENTER- PARKING GARAGE	101 SW 5TH AVENUE	2 YD	T	6	3
POINCIANA PARK PRINT SHOP	401 SE 21ST STREET	2 YD	T	2	1
POINCIANA PARK PRINT SHOP	401 SE 21ST STREET	96G	Y	1	2
POLICE DEPARTMENT	1300 W BROWARD BOULEVARD	6 YD	Y	1	2
POLICE DEPARTMENT	1300 W BROWARD BOULEVARD	8 YD	T	7	1
POLICE DEPARTMENT	1300 W BROWARD BOULEVARD	96 G	Y	1	10
POLICE DEPARTMENT	1350 W BROWARD BOULEVARD	96 G	Y	2	4
POLICE EVIDENCE WAREHOUSE	1600 NE 12TH TERRACE	2 YD	T	2	1
POLICE EVIDENCE WAREHOUSE	1600 NE 12TH TERRACE	96 G	Y	1	4
POLICE MOUNTED UNIT	1201 HOLIDAY PARK CIRCLE	65 G	T	2	1
POLICE MOUNTED UNIT	1201 HOLIDAY PARK CIRCLE	65 G	G	2	10
PUBLIC WORKS/SURVEY TRAILER	949 NW 38TH STREET	96 G	Y	1	1
PUBLIC WORKS/UTILITIES ADMIN	949 NW 38TH STREET	4 YD	Y	2	1
PUBLIC WORKS/UTILITIES ADMIN	949 NW 38TH STREET	96 G	Y	1	6
PUBLIC WORKS/UTLITIES/FIVEASH	4321 NW 9TH AVENUE	96 G	Y	2	2
RIVERLAND PARK	950 SW 27TH AVENUE	6 YD	T	2	1
RIVERLAND PARK	950 SW 27TH AVENUE	96 G	Y	1	2
RIVERSIDE PARK	555 SW 11th AVENUE	96 G	Y	1	1
RIVERWALK CENTER	155 SW 2ND ST	6 YD	T	3	1
RIVERWALK CENTER	155 SW 2ND ST	65 G	Y	1	1
SNYDER NURSERY PARK	3398 SW 9TH AVENUE	96 G	Y	1	10
SNYDER PARK	3398 SW 9TH AVENUE	96 G	Y	1	1
SOUTH BEACH PARKING LOT	600 SEABREEZE BOULEVARD	4 YD	T	6	2
SOUTH BEACH PARKING LOT	600 SEABREEZE BOULEVARD	6 YD	Y	1	1
SOUTHSIDE CULTURAL ARTS CTR	701 S ANDREWSAVE	8 YD	T	2	1
SUN TROLLEY PARKING	130 NW 1ST AVENUE	96 G	Y	1	3
WAR MEMORIAL AUDITORIUM	800 NW 8TH STREET	8 YD	T	3	2
WARFIELD PARK	1000 N ANDREWS AVENUE	2 YD	T	2	1
WARFIELD PARK	1000 N ANDREWS AVENUE	96 G	Y	1	3

**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 (2018), as may be amended or revised, and 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 (2018), 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 (2018), 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 (2018), as may be amended or revised, or is engaged in a boycott of Israel or has

been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly

sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and

residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

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

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and 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 CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL:**
<https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>
THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

PART IV BONDS AND INSURANCE

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

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

- 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. The following applies to contracts with values over \$100,000: The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, ("Section 2-187"), by not discriminating against the Contractor's employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law, during the entire term of the contract that arises out of this ITB. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of the contract, entitling the City to pursue any of the following remedies or any remedy provided under applicable law: (a) The City may terminate the contract if the Contractor fails to comply with Section 2-187; and (b) The City may retain all monies due or to become due until the Contractor complies with Section 2-187; and (c) The Contractor may be subject to debarment or suspension proceedings consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.
- 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, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), 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.

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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD 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

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: _____

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) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

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

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

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. 1

RFP No. 12209-895
TITLE: Residential Curbside Collection Services

ISSUED: (11/30/2018)

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

1. For Question 9: Providing list of disabled customers
2. For Question 13: Providing current rates for municipal solid waste, yard waste and recycling services
3. For Question 17: Providing list of liquidated damages levied in FY2016, 2017, and 2018.
4. Updated RFP document.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Disability_Special Service

	Address	Zip Code	Ph #
1	193 Vermont Ave	33312	954-584-3237
2	2160 Tanbark Ln.	33312	954-746-4001
3	3001 NE 56 Court	33308	954 491-3210
4	5891 NE 21 Ln	33308	770-235-5138
5	3917 NE 22 Ave	33308	954-565-0086
6	609 Isle Of Palms	33301	954-529-1377
7	1018 NE 2 Ave	33304	954-557-6304
8	3070 NW 24 Ct	33311	954-608-6872
9	1601 NE 14 St	33304	954-564-5104
10	1641 NW 27 Ave	33311	954-735-2958
11	510 Alabama Ave	33312	954-583-5907
12	1601 NW 9 Ave	33311	954-849-4511
13	1738 W Las Olas Blvd	33312	954-524-8150
14	1370 SW 31 Ave	33312	954-587-2014
15	1858 Lauderdale Manor Dr	33309	954-524-7917
16	511 Carolina Ave	33312	754-214-8983
17	520 Arizona Ave	33312	954-792-5173
18	2300 NW 30 Way	33311	321-230-1653
19	2648 NE 33 St	33306	954-564-1675
20	1008 NW 2 Ave	33311	954-5235072
21	1101 NW 23 Ave	33311	954-797-5397
22	3191 NW 63 St	33309	954-974-8894
23	2101 NE 28 Ave	33305	954-566-0385
24	1809 NW 25 Ave	33311	954-485-6275
25	369 E Dayton Cir	33312	954-581-3633
26	2030 NW 31 Ave	33311	754-234-4107

Republic Services

Bid Contact **Danielle DiNicola**
ddinicola@republicservices.com
Ph 954-583-1830

Address **751 NW 31 Street**
Lauderhill, FL 33311

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
643-11289--01-01	Twice Weekly 35, 65, or 95 Gallon Cart Garbage Collection	Supplier Product Code:	First Offer - \$7.07	12 / month	\$84.84	Y	Y
643-11289--01-02	Once Weekly 35, 65, or 95 Gallon Cart Yard Waste Collection	Supplier Product Code:	First Offer - \$3.81	12 / month	\$45.72	Y	Y
					Supplier Total	\$130.56	

CONTRACT
COPY

ADDENDUM 5**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** GOLD MEDAL SERVICES OF FL, LLC

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified 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.

Notes:

We are requesting you to provide us the UNIT price per each residential and commercial account for the following service:

Weekly pickup and delivery of program recyclables for 37,888 total residential and commercial accounts over the course of one full year/12 months

37,888 Accounts X 12 Months = 454,656 Units

Provide UNIT price only = Y.

Y = \$ 3.29

Total Cost =

454,656 x Y = \$ 1,495,818.24

(The above is a sample format and may be revised per individual solicitation.)

Submitted by:GLEN MILLER

Name (printed)

1/18/2017

Date


SignaturePRESIDENT AND C.E.O.

Title

Liquidated Damages Levied in FY 2016, FY2017, FY2018

	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018
Garbage/YW	\$ 25,080.00	\$ 12,465.00	\$ 27,320.00
Recycle		\$ 13,785.00	\$ 9,655.00
Total	\$ 25,080.00	\$ 26,250.00	\$ 36,975.00



City of Fort Lauderdale • Procurement Services Division
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ADDENDUM NO. 2

RFP No. 12209-895
TITLE: Residential Curbside Collection Services

ISSUED: (12/04/2018)

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

1. For Question: Providing list of Commercial Customers – All are serviced twice weekly.
2. Providing copy of sign-in sheets from pre-proposal conference on 12/4/2018.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Commercial Customer List

LOCATION_CLASS	SERVICE_TYPE	MAILING_ADDR_1	S_CITY	S_PROVINCE	ASSET_TP	COUNT
COMM	SANIT	1210 NE 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	505 SW 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	315 SE 11TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1950 NW 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1314 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3036 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1215 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	113 SW 11TH CT	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1801 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1142 NW 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	107 SW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	109 E SUNRISE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2940 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	602 SW 12TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	808 NE 20TH AVE	FORT LAUDERDALE	FL	CART	4
COMM	SANIT	1409 SE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3831 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1147 NE 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	15 SE 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1901 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3652 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1820 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2940 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2720 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2430 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1280 SW 26TH AVE SUIT 3	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1280 SW 26TH AVE STE 2	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	822 SW 27TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	600 SW 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	412 SE 23RD ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	412 SE 17TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	512 SE 11TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1828 SE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	200 SE 18TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1726 SE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1418 S ANDREWS AVE # B	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1414 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1221 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	315 SE 14TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1319 SE 2ND AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1311 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	115 SE 13TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1225 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1100 SE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1144 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1107 SE 4TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	400 SE 9TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	650 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	644 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1444 NW 15TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1120 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1023 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1015 SEABREEZE BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	832 NW 1ST ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	600 NW 5TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1601 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	101 SW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	412 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	12 NE 12TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	105 NE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	217 NE 2ND ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	777 NE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1242 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2002 NE 16TH ST	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	1439 NE 13TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1516 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1513 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1820 NE 17TH WAY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1621 N DIXIE HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	201 SE 2ND ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	320 SE 18TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	809 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2312 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1150 SW 27TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1326 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1121 NE 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	212 SE 8TH ST SUIT 102	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4608 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1539 SW 21ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1318 SW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	716 NE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2038 NE 18TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4542 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1145 NE 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	201 SW 24TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	205 SW 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2416 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1727 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	833 NE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	821 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	5461 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	320 SW 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2801 SW 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2000 NE 49TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	5721 NE 27TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	5447 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	2209 NE 54TH ST	FORT LAUDERDALE	FL	CART	1

CAM #19-0306

Exhibit 1

Page 71 of 97

Commercial Customer List

LOCATION_CLASS	SERVICE_TYPE	MAILING_ADDR_1	S_CITY	S_PROVINCE	ASSET_TP	COUNT
COMM	SANIT	2948 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	2480 E COMMERCIAL BLVD STE 2	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4600 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3619 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3760 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3561 DAVIE BLVD	FORT LAUDERDALE	FL	CART	4
COMM	SANIT	605 SW 12TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	412 SE 18TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	401 SE 15TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	500 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	507 SE 11TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1840 SE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	101 SE 21ST ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	10 SW 23RD ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1726 SE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	100 SW 17TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1301 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	300 SE 13TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	214 SE 13TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1133 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1126 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1136 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1051 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	231 ROSE DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	7 SW 11TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1691 NW 24TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	635 NW 14TH WAY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1557 NW 5TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	844 NW 13TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	655 NW 12TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	720 NW 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1108 NW 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1121 NW 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	115 W SUNRISE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	433 SW 20TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	425 SW 11TH AVE BRIDGE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	300 S AVENUE OF THE ARTS	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1417 SE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	9 SE 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	704 SE 1ST ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1020 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1500 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	821 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	440 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	412 NE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	255 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	201 NE 2ND ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	738 NE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	825 NE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1238 NE 6TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1129 NE 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	470 NE 13TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1518 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2916 BAYVIEW DR	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	929 SUNRISE LN	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	601 SEABREEZE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	900 NE 26TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1503 SW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	912 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1701 NE 14 AVE UNIT 2	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1501 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	701 S FEDERAL HWY UNIT 1	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	745 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1213 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1000 NW 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2004 NE 49TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1201 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1139 S FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1280 SW 26TH AVE APT 1	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2301 NE 26TH ST BAY C AND D	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	816 NE 20TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1038 E LAS OLAS BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1528 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1800 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1119 E SUNRISE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	405 NW 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	103 NE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	318 SE 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3079 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	2905 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2461 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2722 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4530 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	900 SW 31ST AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	3001 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1342 RIVERLAND RD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1270 SW 26TH AVE STE 2	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1431 SW 21ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2525 SW 9TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	836 SW 24TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1900 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1801 SE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1901 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2125 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	2014 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1133 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	14 ROSE DR	FORT LAUDERDALE	FL	CART	1

CAM #19-0306

Exhibit 1

Page 72 of 97

Commercial Customer List

LOCATION_CLASS	SERVICE_TYPE	MAILING_ADDR_1	S_CITY	S_PROVINCE	ASSET_TP	COUNT
COMM	SANIT	15 SW 10TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	101 SE 10TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	320 SE 9TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1533 NW 5TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1406 CHATEAU PARK DR	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	545 NW 7TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1108 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	812 NW 3RD ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1036 NW 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	734 NW 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	210 NW 6TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1108 NW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1045 NW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	401 SE 15TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1500 E LAS OLAS BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	100 SE 15TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	735 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	804 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	921 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	905 NE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	829 NE 1ST AVE UNIT 2	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	722 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	817 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1227 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2032 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	601 SW 12TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	208 SE 9TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1400 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2480 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1417 SE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	733 NE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	629 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1811 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4604 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1909 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2708 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1323 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	15 NE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	631 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2900 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3212 NE 32ND ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1420 N DIXIE HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	929 NW 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2728 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1471 NW 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2333 NW 13TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1940 NE 47TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1131 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1524 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	719 NW 1ST ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	642 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3270 NW 62ND ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1951 NE 47TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4534 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	50 SW 31ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1417 SW 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	304 SW 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	403 SW 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1620 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	401 SE 16TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1005 S FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2020 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1299 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	307 SE 14TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	319 SE 14TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	7 SE 13TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1222 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1209 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	212 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	320 SE 11TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	106 SE 9TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	509 SE 9TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	506 SE 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	409 SE 7TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	629 SE 5TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2177 NW 6TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2158 NW 6TH CT	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1954 NW 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	401 NW 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	105 S AVENUE OF THE ARTS	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1220 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1221 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1101 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	20 NE 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	505 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	848 NE 20TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	837 NE 20TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	111 E SUNRISE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	407 NE 15TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1532 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1441 N DIXIE HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2028 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2651 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	801 N ATLANTIC BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	408 SE 17TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1420 S ANDREWS AVE UPSTAIRS	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2301 NE 26TH ST BAY E AND F	FORT LAUDERDALE	FL	CART	1

CAM #19-0306

Exhibit 1

Page 73 of 97

Commercial Customer List

LOCATION_CLASS	SERVICE_TYPE	MAILING_ADDR_1	S_CITY	S_PROVINCE	ASSET_TP	COUNT
COMM	SANIT	1317 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	733 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1121 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2762 E OAKLAND PARK BLVD SUITE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1312 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	599 SW 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	400 SW 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	30 NE 3RD ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2020 E OAKLAND PARK BLVD EAST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1721 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	516 NE 13TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1225 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1100 SW 21ST ST	FORT LAUDERDALE	FL	CART	5
COMM	SANIT	2465 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3720 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1100 NW 51ST CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2211 NE 54TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4595 BAYVIEW DR	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	3543 DAVIE BLVD	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	1000 SW 25TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	600 SW 27TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1523 SW 21ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	300 SW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	501 SE 18TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1200 S FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	605 SE 13TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	111 SW 23RD ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1907 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	301 SE 16TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1520 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1313 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1322 SE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	200 SE 13TH ST	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	1211 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1132 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	311 SE 10TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	615 SE 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	540 SE 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	645 SE 5TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	100 SE 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2301 NW 15TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2211 NW 7TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1552 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1300 NW 19TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	920 NW 1ST ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1122 NW 9TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	812 NW 6TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	701 NW 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	15 SW 19TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1127 MIDDLE ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1211 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	207 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	501 NE 2ND ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	840 NE 20TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	925 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1036 NE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1048 NE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1404 NE 5TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2852 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	501 SW 2ND AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	725 NW 6TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	201 SE 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	17 ROSE DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	300 SE 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	721 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1550 ARGYLE DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	100 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	725 PROGRESSO DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1032 NE 15TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1322 SW 1ST AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	415 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	201 SE 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	742 NW 10TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1201 RIVERLAND RD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2337 NW 13TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	321 SE 18TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1800 NE 6TH CT	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	2027 NE 18TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	420 SE 18TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3100 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3030 NE 49TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3122 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	3032 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2850 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4602 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3555 DAVIE BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	2395 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2511 SW 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	822 SW 27TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1600 SW 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	500 SW 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1231 S FEDERAL HWY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	399 SE 18TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	301 SE 18TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1915 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1404 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	311 SE 13TH ST	FORT LAUDERDALE	FL	CART	2

CAM #19-0306

Exhibit 1

Page 74 of 97

Commercial Customer List

LOCATION_CLASS	SERVICE_TYPE	MAILING_ADDR_1	S_CITY	S_PROVINCE	ASSET_TP	COUNT
COMM	SANIT	1218 SE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1212 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1215 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1000 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	908 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1441 NW 20TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	977 NW 19TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1122 NE 6TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1101 NE 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	643 NW 14TH WAY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	801 NW 14TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	646 NW 13TH TER	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1520 NW 5TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1140 NW 9TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	441 NW 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	501 NW 1ST AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	408 NE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	901 E SUNRISE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	414 NE 4TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1500 NE 4TH PL	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	801 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	829 NE 1ST AVE UNIT 3	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	715 N ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2201 NE 19TH ST	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	1206 NE 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2036 NE 18TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	2002 NE 16TH ST	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	1525 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1509 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1415 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1432 N DIXIE HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	16 NE 16TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2301 NE 26TH ST BAY I	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	2710 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	311 SE 25TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	301 LIDO DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2500 NE 33RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3001 ALHAMBRA ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1553 W SUNRISE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	304 SE 20TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	509 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	746 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	117 NE 2ND ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1512 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	420 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	301 SW 7TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2870 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1216 SE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1515 SW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	207 NW 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	400 SE 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	721 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	103 SE 20TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	310 SE 13TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	211 SW 20TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	811 NE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	208 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1413 SW 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2626 E COMMERCIAL BLVD SUITE 2	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	107 SE 10TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2635 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1418 S ANDREWS AVE # A	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2766 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2580 NW 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	6300 NW 21ST AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	6000 BAYVIEW DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2100 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	2436 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	829 NE 1ST AVE UNIT 4	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4522 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2101 SW 38TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3360 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3190 DAVIE BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	915 SW 26TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	270 SW 33RD ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1226 SW 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	720 SW 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	514 SE 11TH CT	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1824 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1823 SW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1408 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1321 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1141 SE 2ND AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1119 SE 3RD AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	119 ROSE DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	222 SE 10TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	900 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	400 SE 8TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	517 SW 1ST AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	675 NW 22ND RD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	643 NW 22ND RD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1701 NW 8TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1964 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1500 NW 11TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1518 NW 15TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1535 NW 15TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1208 NW 5TH ST	FORT LAUDERDALE	FL	CART	1

CAM #19-0306

Exhibit 1

Page 75 of 97

Commercial Customer List

LOCATION_CLASS	SERVICE_TYPE	MAILING_ADDR_1	S_CITY	S_PROVINCE	ASSET_TP	COUNT
COMM	SANIT	477 NW 12TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1104 NW 1ST ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	318 NW 6TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	1022 W LAS OLAS BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	701 W LAS OLAS BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	251 PALM AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	321 SE 15TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	900 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	826 NE 20TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	809 NE 20TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	826 NE 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1113 NE 7TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1401 NE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1140 BAYVIEW DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2621 INLET DR	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	517 NE 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1120 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	648 NE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	104 SE 8TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	433 NW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	505 SE 16TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	500 NE 3RD AVE	FORT LAUDERDALE	FL	CART	4
COMM	SANIT	315 SE 13TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1220 NE 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	827 NE 20TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2149 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	706 S FEDERAL HWY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	320 SE 10TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1800 E LAS OLAS BLVD	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	3575 DAVIE BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4540 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2127 NW 6TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1216 NE 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	611 NW 7TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	821 NW 12TH TER	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1301 SW 2ND CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1501 E LAKE DR	FORT LAUDERDALE	FL	CART	4
COMM	SANIT	5201 POWERLINE RD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3050 E COMMERCIAL BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4548 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	4534 N FEDERAL HWY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3904 SW 14TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	3058 W BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1280 SW 26TH AVE SUIT 4	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1547 SW 21ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	219 SW 17TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	330 SW 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	321 SW 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	632 SW 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2200 MIAMI RD	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	400 SE 23RD ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	400 SE 18TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1244 S FEDERAL HWY	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	416 SE 11TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	16 SE 18TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	305 SE 18TH CT	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1508 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	201 SE 14TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	308 SE 14TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1311 SE 4TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	200 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	111 SE 12TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1110 SE 3RD AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	916 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	904 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	407 SE 9TH ST	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	700 S ANDREWS AVE	FORT LAUDERDALE	FL	CART	3
COMM	SANIT	635 SW 1ST AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	738 NW 22ND RD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1700 NW 8TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1400 E BROWARD BLVD	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	649 NW 15TH WAY	FORT LAUDERDALE	FL	CART	4
COMM	SANIT	615 NW 14TH WAY	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	2200 NW 12TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	1200 NW 19TH ST	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	925 NW 12TH AVE	FORT LAUDERDALE	FL	CART	2
COMM	SANIT	910 NW 8TH AVE	FORT LAUDERDALE	FL	CART	1
COMM	SANIT	318 NW 6TH AVE	FORT LAUDERDALE	FL	CART	2



FINANCE DEPARTMENT

RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



DATE: 12/04/2018

TIME: 11:30

☒ AM ☐ PM

OPENING DATE: 12/18/2018

PROCUREMENT CONTACT: Laurie Platkin

RFP#: 12209-895

RFP TITLE: Residential Curbside Collection Services

NAME	COMPANY	PHONE	EMAIL
Laurie Platkin	City of Fort Lauderdale	954-828-5138	lplatkin@fortlauderdale.gov
Steve Kasselakis	Broward County	954 474-1826	skasselakis@broward.org
Jean-Diane Turbot	Republic Services	(954) 327-9555	jturbot@republicservices.com
Jay Dunham	Republic Services	954-801-4068	JDunham@republic-services.com
Joanna Stanley	Republic Services	361-719-8638	jstanley@republicservices.com
MICHAEL KIZPOPOV	Republic Services	954 327 9588	MICHAEL@REPUBLICSERVICES.COM
Jeremy Savaia	World Waste Recycling	954 643 2436	JSavaia@worldwasterecycling.com
Eileen Damaso	World Waste Recycle	305-635-5144	edamaso@worldwaste.com
Alven Miller	Gold Medal Services	954 908-8758	GMILLER@GOLDMEDAL.NET
Chrissy Miller	Gold Medal Services	954-778-6977	CMiller@goldmedal.net
Sam Mimmis	Autocar LLC	765-312-2288	SMimmis@autocartruck.com
Maac WEXLER	Waste Connections	954 709 0010	MAAC@WEXLER@WASTECONNECTIONS.COM
Grant Smith	Waste Connections	954 328-9064	gsmith@strategy.smith.com
John Casagrande	Alchemia, LLC	954-444-7457	bighouse55@sellwithme.com
Ken Rivera	Waste Pro	954 445-9214	Krivera@wasteprousa.com

Form approved By: Jodi S. Hart, Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 3 | Revision Date: 04/16/2018 | Author: LP

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RFP PRE-PROPOSAL MEETING SIGN-IN SHEET



OPENING DATE: 12/18/2018

TIME: 11:30

⊙ AM ⊙ PM

PROCUREMENT CONTACT: Laurie Platkin

Page 2

RFP#: 12209-895

RFP TITLE: Residential Curbside Collection Services

NAME	COMPANY	PHONE	EMAIL
Laurie Platkin	City of Fort Lauderdale	954-828-5138	lplatkin@fortlauderdale.gov
Brian Fleming	Coastal Waste	954-205-3116	bfleming@CoastalWasteinc.
Jilliana Lomph	Coastal Waste	561-504-2347	jloph@coastalwaste
Jodie Siegel	WM	954 234-5179	jsiegel@wm.com
Melissa Doyle	City of Fort Lauderdale	954-828-6111	mdoyle@fortlauderdale.gov

Form approved By: Jodi S. Hart, Manager of Procurement and Contracts | Page: 1 of 1 | Rev: 3 | Revision Date: 04/16/2018 | Author: LP

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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. 12209-895
TITLE: Residential Curbside Collection Services

ISSUED: (12/7/18)

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

1. Due Dates Changed:
 - a. Last Day for Questions: Was 12/11/201/ and now 12/18/2018
 - b. Proposals due: Was 12/19/2018 and now 1/8/2019
2. For Question 28: Providing list of yard waste tons in FY2016, FY2017, and FY2018.
3. For Question 39: Updated wording for section 4.1.6:
4.1.6 One (1) original and one (1) copy plus five (5) separate electronic (soft) copies (Flash Drives) 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.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Yard Waste Tons for FY 15-16, FY 16-17, and FY 17-18

Fiscal Year	Trees, Palm Fronds, Bulk - Tons
FY 15-16	1,082.92
FY 16-17	995.45
FY 17-18	1,063.28

Fiscal Year	Adjusted Residential YW - Tons
FY 15-16	14,120.08
FY 16-17	13,445.55
FY 17-18	13,693.72



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ADDENDUM NO. 4

RFP No. 12209-895
TITLE: Residential Curbside Collection Services

ISSUED: (12/12/18)

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

1. Per Question 40 :

Section 2.24.3 - Contractors Pollution Liability Coverage changed to:

Transporters Pollution Liability Coverage

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

2. Posted revised solicitation to reflect the change to sections 2.24.3 and 4.1.6

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12209-895 - Residential Curbside Collection Services

Overall Bid Questions

Question 1

This is labled a "Bid" but evaluation is based upon certain criteria ranking percentages, not mentioning price. The document uses language referring to "proposals" similar to an RFP. What exactly is this solicitation a Bid or an RFP, and does the price bid determine anywhere within the "ranking criteria" as it is not mentioned and is confusing. (Submitted: Nov 27, 2018 7:32:29 AM EST)

Answer

- Please download ALL pages to the bid packet as all of these answers are there.
Refer to page 2 under Description. This is an RFP.
Refer to section 5.2 Evaluation Criteria. Price Proposal is a weighted criteria of 30%. (Answered: Nov 27, 2018 8:22:22 AM EST)

Question 2

Pg 6 sect 2.11.1 Modification of service can you clarify and or provide what other type of services has been provided or expected to be provided at other city departments. Can you provided some examples? (Submitted: Nov 27, 2018 2:52:22 PM EST)

Answer

- Standard language in all solicitations, but should the need arise for services in line with this solicitation then the City prefers to reach out to our vendors with whom we have contracts. (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 3

The NON_COLLUSION STATEMENT, first sentence states " by signing this offer..." however the only available spaces to fill in are Name and relationship. Is where it says name the intended spot for the signature of the proposer? (Submitted: Nov 27, 2018 3:06:25 PM EST)

Answer

- This offer refers to signing the Bid/Proposal Certification Page (pg. 63) (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 4

Section 2.3.4 Cost adjustment , although capped at 3% for the term of contract , does not specify table to be used to calculate the adjustment. is it the intent of the City after the first term to have cost adjustments to be at 3% ?

would the city consider changing cost adjustments using an agreed upon US Bureau of Statistics table and adjust accordingly with a Cap of 3%? (Submitted: Nov 27, 2018 3:13:05 PM EST)

Answer

- Yes
No (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 5

section 2.3.4 Service test period

Given the nature and the uniqueness of the residential service in the City will the City allow for a longer test period other what has been described? (Submitted: Nov 27, 2018 3:17:33 PM EST)

Answer

- The test period will be agreed upon during contract negotiation with the awarded vendor but not anticipated to exceed 90 days. (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 6

3.1 Will the city provide a list of the Commercial Collection units with frequencies? (Submitted: Nov 27, 2018 3:19:58 PM EST)

Answer

- Yes. See Addendum 2 - All customers are serviced twice weekly. (Answered: Dec 26, 2018 3:38:23 PM EST)

Question 7

Commercial Collection Units,

Who bills the Commercial Collection Units?

If contractor is to bill the collection units are franchise fees to be added to the rate ? (Submitted: Nov 27, 2018 3:22:42 PM EST)

Answer

- The City bills the commercial units covered by this contract.

The contractor does not bill; the City bills. (Answered: Nov 30, 2018 5:23:34 PM EST)

Question 8

pg 21 reimbursement of the carts

is it the intent of the city to receive the amount stated in the rfp for one load of carts yearly even if the damaged carts do not reach an amount of one load of carts in a specific year? (Submitted: Nov 27, 2018 3:27:43 PM EST)

Answer

- Correct (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 9

pg 22 sect 3.7

is there a list of locations for disabled customers? (Submitted: Nov 27, 2018 3:28:47 PM EST)

Answer

- Yes. See Addendum 1 (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 10

City states that they will not pay for disposal cost on tires and e-waste, assuming contractor is to pay for those items, is the Cities intent is to have those cost included in the unit price?

Does the City have historical amounts of tires collected? (Submitted: Nov 27, 2018 3:35:27 PM EST)

Answer

- Yes

Yes. Refer to section 3.7.1 (E) of the solicitation. (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 11

pg 29 Historical tons

Do the historical tons published in the RFP include the Commercial Collection Units tons ? if they don't, can the City provide that information? (Submitted: Nov 27, 2018 3:37:35 PM EST)

Answer

- Yes- tons published include 563 commercial units included in this solicitation. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 12

The City makes no mention of Vehicles type or the age of the vehicles. Are their specific types of vehicles and age of vehicles that the city would be expecting? (Submitted: Nov 27, 2018 3:39:31 PM EST)

Answer

- While it is the City's expectation that contractor's will predominantly use automated sideloading trucks, the City recognizes that the contractor may also deploy residential frontload trucks with Curotto cans, rearloaders or satellite vehicles to provide residential service. Special event and City facility services may require the use of Rolloff and Commercial frontload vehicles. The City wishes to allow the Contractor to propose the vehicles it believes will best serve the requirements of this solicitation. (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 13

what are the Current rates for all services? (Submitted: Nov 27, 2018 3:51:02 PM EST)

Answer

- See Addendum 1 (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 14**Disposal Coverage**

The City has a current ILA disposal agreement that directs where all three waste streams shall be disposed off. Would the City not be the responsible party to assure that the disposal facilities have all the necessary insurance requirements including Environmental Impairment Liability Insurance and not the Contractor ?

(Submitted: Nov 27, 2018 4:01:29 PM EST)

Answer

- The City participates in an ILA for Municipal Solid Waste only. The City does have certificates of insurance for the facilities where we are directing volumes. Should the City opt to require the Contractor to procure disposal or processing vendors (3.16), it would be the contractor's responsibility to provide the required insurance documents. (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 15

the RFP is for collection services for Solid Waste, yard Waste and recycling services, Are we to assume that Bilk items are not part of this solicitation and therefore collected separate of this RFP ? (Submitted: Nov 27, 2018 4:03:20 PM EST)

Answer

- Correct (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 16

The special events containers do you have the amount of hauls and disposal for the events? This cost will need to be worked into our pricing. (Submitted: Nov 28, 2018 7:40:27 AM EST)

Answer

- Generally, Rolloff containers are dropped empty and picked up after the event is completed and then dumped. As per 3.12 the City retains the responsibility for all disposal costs and retains any revenues related to recycling. (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 17**pg.33 Liquidated damages**

Can the City provide historical data of liquidated damages levied in FY 2016,2017,2018? (Submitted: Nov 28, 2018 12:24:29 PM EST)

Answer

- See Addendum 1 (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 18**pg 38 SECYION 4.25 references LAST BULLET**

is the intent of the City is have the proposers list cost of implementing services in a City Similar to the size and scope of City of Ft Lauderdale or the estimated revenue of the City being used as a reference ? (Submitted: Nov 29, 2018 12:22:32 PM EST)

Answer

- Please rephrase. We do not understand this question. (Answered: Nov 30, 2018 5:23:34 PM EST)

Question 19**Disposal pg. 28**

The nature of the yard waste cart collection service severely limits the ability to identify contaminants in the cart, unless it is obvious and located at the very top of the full cart which at that time no service and notification process is made. Does the City have historical information regarding ; a) number of reported non-serviced carts due to contamination? B) Historical information of the amounts that current hauler has paid for contaminated yard waste?

C) How does the hauler receive notification regarding amounts to be paid if since disposal bill is to the City?

(Submitted: Nov 29, 2018 1:41:02 PM EST)

Answer

- A) Yes

B) Yes

C) The City produces an invoice attaching contaminated load tickets from the processor. Generally contaminated loads are identified at the disposal facility so the contractor would be alerted as soon as the load is dumped by their collection truck. (Answered: Nov 30, 2018 5:23:34 PM EST)

Question 20

Is it possible we can get a clean copy of the RFP without the redlines (Submitted: Nov 29, 2018 3:09:09 PM EST)

Answer

- Yes. See Addendum 1 (Answered: Nov 30, 2018 11:03:58 AM EST)

Question 21

The City yard waste cart collection has been in place for several years now, will the city begin to charge for those residents that have an additional yard waste cart? (Submitted: Nov 30, 2018 2:19:28 PM EST)

Answer

- There are no plans to charge an additional fee at this time. (Answered: Dec 4, 2018 2:42:14 PM EST)

Question 22

Is the city responsible for paying the processing cost of the recycling being disposed of ? (Submitted: Nov 30, 2018 2:23:54 PM EST)

Answer

- Yes. The City is responsible for processing costs for recycling. (Answered: Dec 4, 2018 2:42:14 PM EST)

Question 23

what is the Cities opinion on the solid waste drop in tons FY 17 to FY 18 of 1252 tons and an increase in same time period for recycling tons? (Submitted: Nov 30, 2018 2:32:46 PM EST)

Answer

- There were two different vendors providing service during that timeframe. The City does audit disposal tickets and compare to route averages. We cannot determine why there was a fluctuation. (Answered: Dec 4, 2018 2:42:14 PM EST)

Question 24

How many containers are needed for each special event listed? What is the amount of tons for the recycling containers since that is not billed to the city? (Submitted: Dec 1, 2018 8:42:15 AM EST)

Answer

- Recycling volumes tend to be small for events- generally a ton or less. Container needs vary for events. Rolloff containers tend to be single deliveries, with the exception of the Household Hazardous Waste events which require 2 Rolloff containers. Frontload containers for events like Spring Break and New Year's Eve can be as few as 4 (Spring Break) or as many as 12 depending on the scope of the event. The City makes the determination prior to event as to the appropriate size, number and service frequency. There is no disposal cost to the vendor and any recycling revenues are retained by the City. (See question 16) (Answered: Dec 4, 2018 2:42:14 PM EST)

Question 25

From which entity does the hauler receive the bill for the contaminated yard waste? (Submitted: Dec 3, 2018 2:29:02 PM EST)

Answer

- The City produces the invoice. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 26

can you provide historical data regarding amounts of disposal paid by haler for yard waste contamination? (Submitted: Dec 3, 2018 2:30:19 PM EST)

Answer

- 2017- \$1,321; 2018- \$2,149 (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 27

is the City intent to award all three types of service to one contractor ? (Submitted: Dec 3, 2018 3:05:26 PM EST)

Answer

- While it is the City's intent to have a singular service provider for all services, the City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 28

are the tons associated with yard waste directly associated with the current yard waste cart collection?
Or do tons include City provided Bulk service when servicing residents ? (Submitted: Dec 3, 2018 3:11:35 PM EST)

Answer

- Yard waste tons do include tons from City crews - breakdown of tons available for the last 3 fiscal years as follows: FY 15-16 14,120.08 tons; FY 16-17 13,445.55 tons; FY 17-18 13,693.72 tons (See Chart with Addendum 3) (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 29

How many free city roll off hauls historically has the city received ? (Submitted: Dec 4, 2018 1:37:33 PM EST)

Answer

- The City does not track this information. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 30

Are franchise fee of 23% to be paid to the City on the residential trash , yard waste and recycling services bill?

Is the hauler required to pay the 23% franchise fee under this agreement? (Submitted: Dec 4, 2018 1:43:53 PM EST)

Answer

- Please refer to 3.2 of the Solicitation. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 31

Will the City consider extending the due date on the bid until after the holidays ? (Submitted: Dec 4, 2018 1:46:39 PM EST)

Answer

- Yes. See Addendum 3 (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 32

based on the historical liquidated damage provided, what is the make up if the fines regarding the yard waste service? (Submitted: Dec 4, 2018 2:14:44 PM EST)

Answer

- Because both garbage and yard waste currently reside under the same contract, the City does not separate yard waste & garbage liquidated damages. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 33

pg 25,
Special events;
can the city provide a detailed explanation on the level of services provided for each special events that is expected to be delivered? (Submitted: Dec 4, 2018 2:35:02 PM EST)

Answer

- This information is not tracked by City staff and varies event to event. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 34

regarding Alley service, how many alley's are currently being serviced for solid waste, yard waste and recycling services? (Submitted: Dec 4, 2018 2:46:09 PM EST)

Answer

- The City does not currently track this information. Please refer to 3.5 in the solicitation. (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 35

Question 24. The answer stated recycling revenues are retained by the city. Will the containers be cardboard only? Currently no company I have heard receives revenue for mixed recycling only a processing charge. What size containers are delivered for recycling to factor in that cost to the hauler? (Submitted: Dec 4, 2018 3:09:29 PM EST)

Answer

- Special event containers are typically single stream recyclables. Sizes of containers will vary. (Answered: Dec 6, 2018 3:57:09 PM EST)

6, 2018 3:57:09 PM EST)

Question 36

Given the short turn around time of this RFP including due the week before Christmas holiday, Unless the awardee is one of the incumbent haulers, procuring the vehicles needed for this contract would not occur until the actual agreement is approved by commission at which time it would take 3 to 6 months for vehicles to be in hand. Would the City consider extending the due date of the RFP and subsequent commencement date of the new contract? (Submitted: Dec 5, 2018 10:39:13 AM EST)

Answer

- Yes. See Addendum 3 (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 37

1. What is the anticipated growth in the City for the next 4 years?

2. Page 6 Section 2.8. Would the city reconsider the Procurement Card Program? Can we pay by check?

3. Page 7 Section 2.12. This states that the city can actually award different haulers for the MSW, Recycle and Yard Waste services. Is that the intent for the city to award these services separately?

4. Page 13 Section 2.25. Is it the intent for the city to award to multiple vendors?

5. Page 14 Section 2.34. Would the city re-consider no increases for the 4 year terms to an annual increase using the CPI, Water, Sewer, Trash index?

6. Page 20 Section 3.4. Will the city consider storing, the "to be recycled carts" at the city's facility? If no, what is the frequency of collection of carts? The vendors do not have unlimited space to store to be recycled carts. (Submitted: Dec 5, 2018 11:28:58 AM EST)

Answer

- A) The City does not have any population growth projections. However, if you requesting something else then please resubmit your question with more specific terms.

B) No, the City will not reconsider the Procurement Card Program. The vendor may choose at their discretion on how to pay the City.

C) Please see response to Question 27

D) Please see response to Question 27

E) No.

F) The City would be open to staging out of service carts at a predetermined location with scheduled deliveries; however, it is the City's preference to store at the vendor's location if possible. Carts are recycled once a full truck load is available. This depends of cart activities and the status of carts being retrieved by the vendor.

(Answered: Dec 6, 2018 3:57:09 PM EST)

Question 38

7. Page 24 Section G How often does the recycle vendor have to pick up large amounts of Cardboard?

8. Page 25 Section 3.12. Provide each Special Event listed in the RFP: the duration of the event; what equipment the contractor needs to provide; how often during the event does the contractor need to service the required containers for each service. (i.e. MSW and Recycle)

9. Page 26 Section 3.15. Will the city require a monthly collection of electronics curbside on the residents recycle day? Or can we establish a monthly service day just for electronics?

10. Page 27 Section 3.16 What is the percentage of the 11,787 recycling tons collected in FY 2018 were considered contaminated? What was the cost to the contractor per ton? Do you have a two year history of costs for contaminated loads?

11. Page 33 Section 3.22 Due to the growth of the City of Fort Lauderdale, will the city consider changing their ordinance to allow for collection services from 7:00 AM to 7:00 PM. (Submitted: Dec 5, 2018 11:29:29 AM EST)

Answer

- "A. Please see 3.73 (G). Average currently is 5 collections per month

B. Please see response to 33.

C. Collections should occur on the resident's recycling day. Please review the link to the Victoria Park pilot program- collections are made on the next scheduled recycling day.

D. There have been no contaminated loads recorded or charged to the current contractor for fiscal year 2018.

E. While the City prefers collections to be complete by 6pm, it will consider allowing operations to complete no later than 7pm. Proposers should include this in their Approach to Scope of Work if they are requesting a 7pm end time. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 39

12. Page 34 Section 3.25 M. Please clarify what constitute a non-completed route? Number of homes missed? Who determine the incomplete route?

13. Page 35 4.1 and Page 36 6.1.6. Please clarify how we are to submit the bid. One hard original copy and one hard copy along with 5 electronic copies to be delivered to the city not through Bid Sync? Can all 5 electronic copies but submitted on one USB (Flash Drive)?

14. Page 38 Section 4.2.7. Please clarify that the city does not require W/MBE in this RFP Submittal?

15. Page 40 Section 5.2.1. How many members are in the evaluation committee?

16. Page 42 Cost Proposal Page. Does the city want us to include the 23% franchise in our rates? (Submitted: Dec 5, 2018 11:29:49 AM EST)

Answer

- A) Daily, the contractor is required to report when all routes are complete for the day. A non-completed route is one that the contractor has not finished for the day, leaving unserved homes for the following day's service.

B) Please refer Addendum 3

C) W/MBE is not a requirement.

D) Three people on the evaluation committee.

E) Yes (Answered: Dec 6, 2018 3:57:09 PM EST)

Question 40

The RFP mentions Contractors Pollution Liability, however for garbage and recycling pick up services the proper coverage is Transportation Pollution Liability, not contractors. Can you confirm the Transportation Pollution Liability will satisfy the pollution requirement? (Submitted: Dec 5, 2018 3:50:19 PM EST)

Answer

- Transportation Pollution Liability is acceptable. Please refer to Addendum 4. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 41

Question 30 refers to section 3.2, it's clear that Franchise fees are not to be on invoice as a separate line item. Also it indicates the city will calculate the Fee paid by the contractor. So does this means the following

A) Unit Price is to include the 23% fee? Yes or no?

B) Is the city going to send the contractor and invoice for the franchise fees owed for invoice being submitted?

(Submitted: Dec 6, 2018 4:48:46 PM EST)

Answer

- A) Yes

B) No. Contractor is to remit the franchise fee monthly as required in the Essential Municipal Services License no later than the 20th of the month following service. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 42

11. Page 33 Section 3.22 Due to the growth of the City of Fort Lauderdale, will the city consider changing their ordinance to allow for collection services from 7:00 AM to 7:00 PM. (Submitted: Dec 7, 2018 11:03:24 AM EST)

Answer

- Not under consideration at this time. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 43

Would the city consider a 5 day work week instead of 6 days? (Submitted: Dec 7, 2018 11:33:38 AM EST)

Answer

- Not under consideration at this time. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 44

Would the City consider deleting Section 2.11.1 of the ITB in its entirety? Contractor must be allowed to bid separately for additional services rendered to other City departments. (Submitted: Dec 11, 2018 12:20:24 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 45

Would the City consider deleting the first sentence in the ITB Section 2.11.2 in its entirety and replacing with the following?

â€œThe City reserves the right, upon consent by Contractor, which consent shall not be unreasonably withheld, to delete any portion of the work upon reasonable prior notice 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.â€

Given the capital expenditure required to provide to the City the services described in the ITB, Contractor cannot agree to allow the City the contractual right to unilaterally reduce the amount of services purchased pursuant to the resulting contract. Such risk would require Contractor to significantly increase the prices bid in response to the ITB (Submitted: Dec 11, 2018 12:22:18 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 46

Would the City consider deleting Section 2.21.2 in its entirety and replacing with the following?

â€œContractor shall ensure that all of Contractorâ€™s subcontractors perform in accordance with the terms and conditions of this Contract. Contractor, to the same extent of the liability assumed Contractor hereunder, shall be fully responsible for all of Contractorâ€™s subcontractorsâ€™ performance and all of the Contractorâ€™s subcontractorsâ€™ acts and omissions. Contractor shall defend, at Contractorâ€™s expense, counsel being subject to the Cityâ€™s approval or disapproval, and indemnify and hold harmless the City and the Cityâ€™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 Contractorâ€™s subcontractor for payment for work performed for the City; provided, however, that the foregoing is contingent upon the Cityâ€™s timely and full payment of all sums due and payable under the resulting contract.â€ Contractorâ€™s duty to indemnify the City for claims by unpaid subcontractors shall be contingent upon the Cityâ€™s timely payment of sums due to the Contractor. (Submitted: Dec 11, 2018 12:23:54 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 47

Would the City consider deleting Section 2.21.3 in its entirety and replacing with the following?

â€œContractor shall require all of its subcontractor to provide the required insurance coverage.â€

Contractor is willing to require all of its subcontractors to carry the requisite amount of coverage set forth in the ITB, but it cannot commit to an unknown amount of coverage that the City may decide upon at some later date. (Submitted: Dec 11, 2018 12:24:44 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 48

Would the City consider deleting Section 2.23.1 in its entirety and replacing with the following?

â€œThe 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 first year of the contract on an annually renewable form, which bond shall run for the entire term of the resulting contract, including any extensions thereto, and shall be forfeited only to the extent of the actual damages incurred by the City for which Proposer is liable. 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.â€

Contractor is willing to supply a performance bond in an annually renewable form in an amount equal to the first year of the resulting contract that is forfeitable to the extent of the actual damages incurred by the City for which Contractor is liable under the resulting contract. (Submitted: Dec 11, 2018 12:28:38 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 49

Would the City consider deleting the last sentence of Section 2.24.1 in its entirety? Contractor shall provide coverage in accordance with the requirements set forth in the ITB. (Submitted: Dec 11, 2018 12:29:25 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 50

Would the City consider deleting all waivers of subrogation required under Section 2.24? "Insurance Requirements" should be limited to the extent of Contractor's liability assumed under the resulting contract. (Submitted: Dec 11, 2018 12:31:11 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 51

Would the City consider deleting the subsection titled "Contractors Pollution Liability Coverage" in Section 2.24.3 in its entirety? Such insurance is not applicable to the services provided pursuant to the ITB. (Submitted: Dec 11, 2018 12:32:23 PM EST)

Answer

- Transportation Pollution Liability is acceptable. Please refer to Addendum 4. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 52

Would the City consider deleting the last sentence in Section 2.24.9 in its entirety? Contractor shall provide insurance in accordance with the ITB (Submitted: Dec 11, 2018 3:11:41 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 53

Would the City consider deleting Section 2.27 in its entirety and replaced with the following?
 "Reasonable 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, to the extent caused by the Contractor's negligence or willful misconduct, and shall be repaired and/or replaced at no additional cost to the City. Notwithstanding the foregoing, except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment."
 Contractor should not be responsible for damage to the City's streets, roads, pavements, or curbs, or other property, to the extent such damage is not caused by Contractor's negligence or willful misconduct. (Submitted: Dec 11, 2018 3:12:29 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 54

Would the City consider deleting Section 2.35 in its entirety? Contractor and the City have a preexisting relationship that should not require the service test period. (Submitted: Dec 11, 2018 3:13:04 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 55

Would the City consider changing Section 2.37 to remove any reference to penalty provisions? Such provisions are unnecessary as the City shall have other adequate remedies available to it? Further, the definition of "Non-Compliance" should be changed to delete the following language, as it could create confusion regarding what constitutes default or "for cause" under the resulting contract:
 "This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract." (Submitted: Dec 11, 2018 3:13:58 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 56

Would the City consider deleting Section 2.38 "Substitution of Personnel" in its entirety? Contractor has a significant number of employees responsible for providing the services described in the ITB. Contractor must have reasonable rights to substitute such employees as Contractor sees fit. (Submitted: Dec 11, 2018 3:15:12 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 57

Would the City consider deleting Section 2.39 "Ownership of Work" in its entirety? Such section is inapplicable to the work described in the ITB. (Submitted: Dec 11, 2018 3:15:56 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 58

Would the City consider adding the following language to Section 3.2 "Permits, Taxes, Licenses and Franchise Fees" ?

"For the sake of clarity, the parties agree that no Franchise Fees shall be owed for any sums not actually paid to Contractor."

Contractor should be responsible for franchise fees associated with "bad debt." (Submitted: Dec 11, 2018 3:16:32 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 59

Would the City consider adding the following language to Item E in Section 3.7 "Pick-Up Policy" ?

"Notwithstanding the foregoing, Contractor shall not be responsible for any modifications and accommodations required by the Americans with Disabilities Act, or any other applicable law or regulation in connection with the services provided hereunder to residents requiring such special assistance."

Contractor is willing to provide reasonable assistance to residents requiring special assistance due to physical limitations. (Submitted: Dec 11, 2018 3:17:07 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 60

Would the City consider adding the following language to Section 3.7.1 "Garbage Pick-Up Policy" ?

"Contractor shall not be responsible for scattered or spilled garbage, liquid, or other materials unless the same has been caused by its acts or those of any of its employees, in which case all such scattered or spilled garbage, liquid, or other materials shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect such materials not caused by the acts of its employees, but shall report the location of such conditions to the City where such debris or trash is located. Such spillage or excess materials shall be picked up by the Contractor after it is reloaded in the container, provided that such refuse is not Unacceptable Waste."

Contractor should not be responsible for spillage not caused by Contractor. (Submitted: Dec 11, 2018 3:17:47 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 61

Would the City consider deleting the first and second sentences in Section 3.14 "Disaster Services" ?

" should be deleted in their entirety and replaced with the following:

"In the event of a public emergency, natural disaster, hurricane, flood, tornado, or other similar event, the Contractor may cease, or otherwise modify, any and all services provided for hereunder in order to ensure the safety of the Contractor's employees and the other members of the community, as well as to protect the Contractor's property. However, Contractor shall make commercially reasonable efforts to resume regular services as soon as possible."

Contractor must have the ability to reasonably determine when it is safe for services to be performed after an emergency. (Submitted: Dec 11, 2018 3:18:57 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 62

Would the City consider adding the following language to Section 3.16 "Disposal" ?

â€œTitle to and liability for any Unacceptable Waste shall remain with the producer of such materials, even if Contractor inadvertently collects or disposes of such materials.â€

Contractor requires reasonable protections from Unacceptable Waste. (Submitted: Dec 11, 2018 3:19:40 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 63

Would the City consider deleting Section 3.24 â€œLiquidated Damagesâ€ in its entirety? Contractor does not agree to the assessment of sanctions or liquidated damages upon the alleged breach of the resulting contract. The City shall have other adequate remedies. (Submitted: Dec 11, 2018 3:49:44 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 64

Would the City consider deleting the second sentence in Section 3.13 â€œQualifications/Inspectionâ€ and replacing with the following?

â€œThe City shall, at its cost and risk, have the right to inspect the Contractorâ€™s facilities and operations upon reasonable prior notice and during normal business hours to determine whether the Contractorâ€™s performance complies with the requirements of the resulting contract. The Contractor shall make its facilities and operations available for the Cityâ€™s inspection and shall provide reasonable cooperation.â€ Contractor is willing to provide reasonable access to its facilities, but such access should be at the Cityâ€™s risk and at the Cityâ€™s cost. (Submitted: Dec 11, 2018 4:05:52 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 65

Would the City consider deleting Section 5.08 â€œIndemnity/Hold Harmless Agreementâ€ in its entirety and replaced with the following?

â€œThe Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents (collectively, the â€œIndemniteesâ€) from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind (collectively, the â€œClaimsâ€), including reasonable attorneyâ€™s fees, to the extent caused by Contractorâ€™s negligence or willful misconduct in conducting the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process; provided, however, Contractor shall have no duty to protect, defend, indemnify or hold harmless the Indemnitees to the extent any such Claims are caused by: (i) the negligence or willful misconduct of any Indemnatee; (ii) the breach of any terms, conditions, covenants, representations, or warranties in the resulting contract by the City; or (iii) the violation of any laws, rules, regulations, ordinances, order, licenses, or permits by any Indemnatee.â€

Contractor is willing to provide the City with reasonable indemnification, but Contractor should not be liable for the Cityâ€™s negligence, breaches of contract, or violations of law. (Submitted: Dec 11, 2018 4:08:55 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 66

Would the City consider deleting Section 5.09 â€œTermination for Causeâ€ in its entirety and replacing with the following?

â€œIf during the term of the resulting contract either party shall be in breach of any provision of the contract, the other party may suspend its performance hereunder until such breach has been cured or terminate the contract; provided, however, that no termination of the contract 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 fifteen (15) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate the contract by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.â€

Contractor requires a reasonable and mutual right to terminate the resulting contract for cause. (Submitted: Dec 11, 2018 4:10:25 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 67

Would the City consider deleting Section 5.10 "Termination for Convenience" in its entirety? Given the upfront capital that Contractor must allocate in order to provide the services described in the ITB, Contractor would be required to charge a significantly higher rate to the City to provide the contemplated services. (Submitted: Dec 11, 2018 4:11:24 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 68

Would the City consider adding the following language to Section 5.11 "Cancellation for Unappropriated Funds" ?

"It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of the resulting contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations."

The City should not have the ability to terminate the resulting agreement for mere convenience by failing and refusing to appropriate funds for the resulting agreement. (Submitted: Dec 11, 2018 4:12:00 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 69

Would the City consider adding the following language to Section 5.12 "Records/Audit" ?
"Anything else herein notwithstanding, the City shall have no right to review or audit the Contractor's confidential, proprietary, or privileged information, as determined in the sole and absolute discretion of the Contractor."

Contractor requires reasonable protections of its confidential, proprietary, and privileged information.

(Submitted: Dec 11, 2018 4:12:55 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 70

Would the City consider deleting Section 5.20 "Litigation Venue" in its entirety? The City is a governmental entity located in Broward County. As such, there is a clear conflict of interest to litigating disputes between the City and Contractor in the City's home county. The parties should be allowed to prosecute disputes arising under the resulting contract in any available venue. (Submitted: Dec 11, 2018 4:13:32 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 71

Would the City consider adding the following language should be added to Article III of the Sample Agreement "Term of Agreement" ?

"It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of the resulting contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations."

The City should not have the ability to terminate the resulting agreement for mere convenience by failing and refusing to appropriate funds for the resulting agreement. (Submitted: Dec 11, 2018 4:14:14 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 72

Would the City consider deleting the first sentence of the fourth paragraph of Article V of the Sample Agreement "Method of Billing and Payment" in its entirety and replaced with the following?

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

amount is properly withheld.

Contractor is willing to agree to reasonable withholding of properly withheld amounts. (Submitted: Dec 11, 2018 4:15:35 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 73

Would the City consider adding the following language should be added to Section VI.B. of the Sample Agreement "Intellectual Property" :

Notwithstanding the foregoing, Contractor shall have no duty to protect, indemnify or defend the City to the extent any such losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities are caused by: (i) the negligence or willful misconduct of the City; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this Agreement by the City; or (iii) the violation of any laws, rules, regulations, ordinances, order, licenses, or permits by the City. (Submitted: Dec 11, 2018 4:19:44 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 74

Would the City consider deleting the last sentence in the first paragraph of Section VI.C. of the Sample Agreement "Termination for Cause" in its entirety. Contractor cannot agree to allowing the City to terminate the resulting Agreement for mere convenience. (Submitted: Dec 11, 2018 4:22:09 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 75

Would the City consider deleting the following language in Section VI.D. of the Sample agreement in its entirety (Submitted: Dec 11, 2018 4:22:39 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 76

Would the City consider adding the following language to Section IV.E. of the Sample Agreement "Cancellation for Unappropriated Funds" ?

It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of the resulting contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. (Submitted: Dec 11, 2018 4:23:26 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 77

Would the City consider deleting the first sentence of the third paragraph of Section IV.F. of the Sample Agreement in its entirety and replacing with the following?

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.

Contractor will obtain insurance coverage as expressly required in the ITB. (Submitted: Dec 11, 2018 4:24:59 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 78

Would the City consider modifying Contractor requests in Section IV.F. of the Sample Agreement to remove any requirements that Contractor carry professional liability insurance? Such insurance is not applicable to the services that will be provided as described in the ITB. (Submitted: Dec 11, 2018 4:26:57 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 79

Would the City consider deleting Section IV.F. of the Sample Agreement in its entirety? Such requirements are not applicable to the work product that will be produced by Contractor in performing its obligations under the resulting contract. (Submitted: Dec 11, 2018 4:27:22 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 80

Would the City consider adding the following language to Section IV.N. of the Sample Agreement "Assignment and Performance" :
 "Notwithstanding the foregoing, the Contractor may assign this Agreement to any direct or indirect affiliate or subsidiary of the Contractor, or to any person or entity succeeding to all, or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation or otherwise), without City's consent."

Contractor should have reasonable rights to assign the resulting contract to affiliated entities (Submitted: Dec 11, 2018 4:28:18 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 81

Would the City consider deleting the second sentence of the fourth paragraph of Section IV.N. of the Sample Agreement "Assignment and Performance" in its entirety. Contractor's indemnity obligations are addressed elsewhere in the form contract. (Submitted: Dec 11, 2018 4:29:24 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 82

Would the City consider deleting the first sentence in the second paragraph in Section IV.Q. in the Sample Agreement "Materiality and Waiver of Breach" in its entirety and replaced with the following:
 "Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement."

Such non-waiver language should be mutual. (Submitted: Dec 11, 2018 4:31:20 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 83

Would the City consider deleting Section IV.R. in the Sample Agreement "Compliance with Laws" in its entirety and replaced with the following:

"The parties hereto shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement."

Such compliance language should be mutual. (Submitted: Dec 11, 2018 4:32:14 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 84

Would the City consider deleting Section IV.T. of the Sample Agreement "Limitation of Liability" in its entirety. The Contractor would be required to significantly increase the rates contained in its bid if the City's liability is limited to \$1,000.00. (Submitted: Dec 11, 2018 4:33:06 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 85

Would the City consider modifying Section IV.U. of the Sample Agreement "Jurisdiction, Venue, Waiver, Waiver of Jury Trial" should be modified to delete any venue selection language. (Submitted: Dec 11, 2018 4:33:49 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST) CAM #19-0306

Exhibit 1

Page 95 of 97

Question 86

Would the City Consider adding the following language to the Sample Agreement ?

i.â€œNotwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, 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€); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.â€

Contractor needs reasonable language inserted into the final agreement related to liability for â€œExcluded Wasteâ€ .

ii.â€œNotwithstanding anything herein to the contrary, Contractor may pass through and the City shall pay to Contractor any documented increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).â€

Contractor should not bear the risk of increased costs from changes to law or taxation as Contractor has little or no ability to avoid such additional costs. (Submitted: Dec 11, 2018 4:36:43 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 87

Would the City Consider adding the following language?

iii.â€œThe City and each customer must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the City or customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.â€

Contractor reasonable efforts to ensure that recyclable materials are recycled or reused in line with industry practice, but it cannot guaranty such recyclable materials will be processed and recycled. Further, such recyclable materials must be properly prepared and reasonably free from contamination if they are to be recycled or reused.

iv.â€œIf any action at law or in equity is brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.â€ (Submitted: Dec 11, 2018 4:37:21 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 12, 2018 4:34:21 PM EST)

Question 88

Please provide the last twelve months of Fort Lauderdale recycling reports with respect to contamination of recyclable materials or if none any report regarding the tonnage and loads rejected by your current processing facility and any tonnage of contaminated material received from all residential recycling services provided for Fort Lauderdale single family recycling routes as well as other eligible residence (less than three) customers being provided recycling services. (Submitted: Dec 12, 2018 3:52:22 PM EST)

Answer

- The City has not had any load of recycling rejected from the processing facility in the last twelve months. The City does not have any report reflecting tons of contamination. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 89

What is the current total house count for these services?

e.g. How many billing address are there for these services? (Submitted: Dec 12, 2018 3:52:45 PM EST)

Answer

- Please refer to 3.1 of the Solicitation. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 90

As presented, please provide an example of the calculation of a contaminated load for one total e.g.

processing fee of _____ and disposal fee of _____ plus any other fees charged for one ton of contaminated recycling. Please advise what the total fees would have been for 2018 (through existing date) for delivery of contaminated material. (Submitted: Dec 12, 2018 3:53:11 PM EST)

Answer

- Contractor is responsible for the cost of disposal charged to the City for any contaminated load rejected by the recycling processor along with associated fees as described in 3.16 of the solicitation. The City has not been charged for a rejected contaminated load from the recycling processor. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 91

1. General Conditions Page 7, Section 5.08; Agreement Page 3, Section VI(A): Will the City please revise these sections and include language in the final agreement to clarify that Contractor's indemnification of the City will be limited to claims related to Contractor's negligence or willful misconduct, and will exclude claims related to the City's negligence and willful misconduct?

2. General Conditions, Page 8, Section 5.10; Agreement Page 3, Section IV(D): The bid requires significant capital expenditures. Will the City please delete the termination for convenience provision in the final agreement?

3. RFP Page 13, Section 2.38; RFP Page 29, Section 3.18: Will the City please revise to clarify that it will not unreasonably withhold, delay or condition its permission for Contractor to replace/substitute personnel or route supervisors?

4. Agreement Page 6, Section IV(J): Will the City please add language to clarify that audits will be at the City's cost?

5. Agreement Page 8, Section IV(N): Will the City please revise this section to clarify that the City's approval of a subcontractor will not be unreasonably withheld, delayed or conditioned? (Submitted: Dec 12, 2018 3:54:02 PM EST)

Answer

- Please submit any variances to the solicitation with your proposal. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 92

section 5.2.2 Weighted Criteria labeled as DEMONSTRATED FINANCIAL CAPABILITY, IS PART OF THE OVERALL criteria used to score the contractors. What exact documentation needs to be included in the proposal that contractors will need to provide in order to meet that criteria? (Submitted: Dec 17, 2018 11:26:06 AM EST)

Answer

- Proposers may include any of the following that demonstrates their financial capability: Annual financial reports, letters of credit, etc. are examples. (Answered: Dec 19, 2018 2:31:40 PM EST)

Question 93

Is the franchise fee going to be deducted from the rate or calculated on the rate? If the latter, that the bidder needs to increase the franchise fee to get the number it bid on...for example the goal rate is a \$1.00, the bidder would bid \$1.23 if the franchise fee would be deducted from the bid rate. If the City calculates the fee and the intended bid is a \$1.00 the bidder needs to bid at \$1.29 to get the intended bid rate of a \$1.00.

Therefore, would the city reconsider deducting the franchise fee from the total instead of calculating it on the total? (Submitted: Dec 18, 2018 1:53:53 PM EST)

Answer

- Please see example provided in 3.2 of the solicitation. (Answered: Dec 19, 2018 2:31:40 PM EST)