

Solicitation 462-9342
Recycling Collection Services (Annual Contract)

City of Fort Lauderdale

Bid 462-9342 Recycling Collection Services (Annual Contract)

Bid Number 462-9342
 Bid Title Recycling Collection Services (Annual Contract)

Bid Start Date Dec 15, 2005 1:09:31 PM EST
 Bid End Date Jan 26, 2006 2:00:00 PM EST

Bid Contact David E. Nash
 Procurement Specialist II
 Public Works/Building Services
 954-828-7816
 dnash@fortlauderdale.gov

Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for Not Applicable
 Pre-Bid Conference Jan 4, 2006 9:00:00 AM EST
 Attendance is optional
 Location: City Hall, Engineering Division
 4th Floor Conference Room
 100 N. Andrews Av.
 Ft. Lauderdale, FL 33301

Bid Comments The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide recycling collection services to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

For information concerning procedures for responding to this ITB, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information of a technical nature, contact Recycling Coordinator Casey Eckels at (954) 828-5577 or ceckels@fortlauderdale.gov. Such contact is to be for clarification purposes only. It is preferred that all questions be submitted through the RFPDepot website. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

Added on Dec 29, 2005:
 Paragraph 1.09 of the attached special conditions is replaced as follows:
 Award will be made to the responsible bidder quoting the lowest total cost to the City. The City intends to make an award to one bidder. Therefore, bidders must quote on both groups and all items listed in each group in order to be considered for award. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening, if a service test period is not required. Approximately ten (10) days after bid opening, the bid tab may be viewed at rfpdepot.com and at www.fortlauderdale.gov/purchasing/index.htm.

Added on Jan 10, 2006:
 Bid opening date has been extended to January 19th in order to adequately address the issues raised at the pre-bid conference. A more detailed addendum is forthcoming.

Added on Jan 17, 2006:
 Addendum No. 1 is attached. It contains answers to the questions raised at the pre-bid

conference held on January 4th, as well as some other changes.

Changes made on Dec 29, 2005 1:19:36 PM EST

Changes made on Jan 10, 2006 12:56:06 PM EST

Previous End Date Jan 12, 2006 2:00:00 PM EST New End Date Jan 19, 2006 2:00:00 PM EST

Changes made on Jan 17, 2006 5:36:31 PM EST

New Documents 9342 add1.doc

Previous End Date Jan 19, 2006 2:00:00 PM EST New End Date Jan 26, 2006 2:00:00 PM EST

Changes were made to the following items:

- [Carts, 65 or 95 gallon](#)
- [Dumpster, 2 yard](#)
- [Dumpster, 4 yard](#)
- [Dumpster, 6 yard](#)
- [Dumpster, 8 yard](#)
- [Dumpster delivery and pickup](#)
- [Dumpster, roll-off, 10 yard](#)
- [Dumpster, roll-off, 20 yard](#)
- [Dumpster, roll-off, 30 yard](#)

Item Response Form

Item 462-9342-1-01 - Group I - General Services: Regular weekly pickup
 Lot Description Residential recyclable materials collection. Bidder must quote on all items in this group in order to be eligible for its award.
 Quantity 40663 each
 Unit Price
 Delivery Location City of Fort Lauderdale
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 40663

Description
 Weekly pickup of regular residential recyclable materials. Contractor shall collect all recyclable materials that are placed curbside in two blue bins on public streets or alleys of the recycling service area. Bidder is to state the monthly charge per account.

Item 462-9342-1-02 - Group I - General Services: Residential mixed paper, weekly pickup
 Lot Description Residential recyclable materials collection. Bidder must quote on all items in this group in order to be eligible for its award.
 Quantity 8000 each
 Unit Price
 Delivery Location City of Fort Lauderdale
 [See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 8000

Description

Weekly pickup of residential mixed paper. Contractor shall collect all recyclable materials that are placed curbside in one green bin on public streets or alleys of the recycling service area. Bidder is to state the monthly charge per account.

Item 462-9342-2-01 - Group II - Special Services: Carts, 65 or 95 gallon
 Lot Description City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.

Quantity 237 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 237

Description

Contractor shall collect all recyclable materials that are placed curbside in 65 or 95 gallon carts on public streets or alleys of the recycling service area. Bidder is to state the monthly charge per container.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item 462-9342-2-02 - Group II - Special Services: Dumpster, 2 yard
 Lot Description City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.

Quantity 17 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 17

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in 2 yard dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item 462-9342-2-03 - Group II - Special Services: Dumpster, 4 yard
 Lot Description City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.

Quantity 16 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 16

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in 4 yard dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item 462-9342-2-04 - Group II - Special Services: Dumpster, 6 yard
 Lot Description City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.

Quantity 5 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in 6 yard dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item 462-9342-2-05 - Group II - Special Services: Dumpster, 8 yard
 Lot Description City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.

Quantity 12 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in 8 yard dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item	462-9342-2-06 - Group II - Special Services: Dumpster delivery and pickup
Lot Description	City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.
Quantity	30 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 30

Description

Bidder will state the charge for moving a City-owned dumpster from the inventory storage area to a City-designated site and back to inventory. Quantity shown is an annual estimate.

Added on Jan 17, 2006:

This item remains the same.

Changes made on Jan 17, 2006 5:36:31 PM EST

Item	462-9342-2-07 - Group II - Special Services: Dumpster, roll-off, 10 yard
Lot Description	City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.
Quantity	5 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 5

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in Contractor-provided 10 yard roll-off dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container, including delivery and pickup of container. Quantity shown is an annual estimate.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item	462-9342-2-08 - Group II - Special Services: Dumpster, roll-off, 20 yard
Lot Description	City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.
Quantity	5 each
Unit Price	<input type="text"/>

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in Contractor-provided 20 yard roll-off dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container, including delivery and pickup of container. Quantity shown is an annual estimate.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

Item 462-9342-2-09 - Group II - Special Services: Dumpster, roll-off, 30 yard
 Lot Description City Office Partnership Program (COPR), Multifamily and Special Events. Bidder must quote on all items in this group in order to be eligible for its award.

Quantity 5 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 5

Description

Weekly pickup of recyclable materials. Contractor shall collect all recyclable materials that are placed in Contractor-provided 30 yard roll-off dumpsters at City designated locations in the recycling service area. Bidder is to state the monthly charge per container, including delivery and pickup of container. Quantity shown is an annual estimate.

Added on Jan 17, 2006:

Bidder is to state the pull charge per container. (Per Addendum No. 1)

Changes made on Jan 17, 2006 5:36:31 PM EST

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 Department. 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.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 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.
- 1.07 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.
- 1.08 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) "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.

1.09 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's 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 Bidder's, 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 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 his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department 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 him 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, 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:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 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.

- 3.16 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.

- 3.17 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.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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** 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 his 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:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational 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 Material Safety Data Sheet (MSDS).

- 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 he 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, he will, if he 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 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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 themselves 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 state 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 Manager or selected designee.
- 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.

PART I - INFORMATION/SPECIAL CONDITIONS

1.01. Purpose

The City of Fort Lauderdale is seeking Bids from qualified firms, hereinafter referred to as the Contractor, **to collect and dispose of recyclable materials from the City areas designated herein** for the Public Works Department in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information concerning the technical specifications or scope of services, contact Casey Eckels at (954) 828-5577 or ceckels@fortlauderdale.gov. Such contact shall be for clarification purposes only. It is preferred that all questions be submitted through the RFP Depot website (www.rfpdepot.com). Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

1.03. Questions and Addenda

Any questions that bidders wish to have addressed and which might require an addendum should be submitted through the RFP Depot website in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued.

1.04. Pre-Bid Conference/Site Visit

A pre-bid meeting will be held on **January 4, 2006, at 9:00 AM** at the City Hall, 4th floor conference room located at 100 N. Andrews Av., Ft. Lauderdale. FL 33301

While the meeting is not mandatory, it is recommended that bidders inspect the locations to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

1.05. Competency of Bidders

Bids shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

1.06. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services attached. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.07. Contract Term

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The initial term of this contract shall be one (1) year and is estimated to begin on or about January 22, 2006. The City reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; 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 Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.08. Price

Bidder will quote a firm, fixed cost per account in Group I and per item in Group II. Pricing shall include any and all labor, materials, vehicles, etc.

1.09. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to award either in total or by group. **Bidders must quote on all items in a group in order to be awarded that group.** The City further reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening, if a service test period is not required. Approximately ten (10) days after bid opening, the bid tab may be viewed at rfpdepot.com and at www.fortlauderdale.gov/purchasing/index.htm.

1.10. Service Test Period

Prior to final award, the City reserves the right to require a service 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.

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.

1.11. Cost Adjustments

Costs for all services provided under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

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

be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.12 Fuel Surcharges

In consideration of fluctuations in diesel fuel prices, the City will allow fuel surcharges during the term of the contract. The surcharge rate will be based on the following chart and the Retail On-Highway Diesel Price - Lower Atlantic as published by the U.S. Department of Energy’s Energy Information Administration for the first Monday in the quarter designated. The rate will be applied to the current base contract prices then in effect. No surcharge will be applied on top of another one.

The City may accept surcharge adjustments no more than once a quarter beginning with the second quarter of the contract. The first quarter will begin on the first Monday of the month following award of the contract and no surcharge shall be allowed for this quarter. The second quarter shall begin on the first Monday of the month approximately 90 days later and the appropriate surcharge will then be applied.

Fuel Surcharge Table (Prices/Gallon)		
At Least	But Less Than	% Surcharge
	\$2.25	0.0%
\$2.25	\$2.30	0.5%
\$2.30	\$2.35	1.0%
\$2.35	\$2.40	1.5%
\$2.40	\$2.45	2.0%
\$2.45	\$2.50	2.5%
\$2.50	\$2.55	3.0%
\$2.55	\$2.60	3.5%
\$2.60	\$2.65	4.0%
For each \$0.05/gal. increase thereafter add 0.5 %		

1.13. Estimated Quantities/Warranty of Usage

The quantities listed herein are estimates of annual usage and may be used by the bidder as a guide. They will also be used for bid tabulation purposes. However, no warranty or guarantee of quantities to be serviced is given or implied. It is understood that the Contractor will furnish the City’s needs as they arise.

1.14. Insurance

The Contractor shall furnish proof of Workers’ Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “Additional Insured” with relation to Commercial General Liability and Automobile Insurance. Any costs for adding the City as “Additional Insured” will be at the Contractor’s expense.

Worker’s Compensation and Employer’s Liability Insurance

Limits: Worker’s Compensation – Statutory 440.055
 Employer’s Liability - \$500,000

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

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Commercial General Liability Insurance

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

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction contracts only.

Automobile Liability Insurance

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

Limits: Bodily Injury \$250,000 each person
 \$500,000 each occurrence

Property Damage \$100,000 each occurrence

Combined Single Limit \$1,000,000 (Bodily Injury and Property Damage Combined)

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

In the event that you are the successful proposer, you will be required to provide a Certificate naming the City as an "Additional Insured" for both General Liability and Automobile.

1.15. Deletion or Modification of Services

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

If the Contractor and the City agree on modifications or revisions to 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

1.16. Additional Items/Duties

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. 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 from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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1.17. Records Retention

Contractor shall retain all records maintained in connection with this contract for three (3) years from the date of the last payment. If during that three (3) year period the state or county requires an audit of the public funds expended in respect of this program, Contractor shall make all lawfully required records available for review, inspection and audit at reasonable times during regular business hours. This three (3) year retention requirement supercedes the one (1) year retention requirement at 5.12 of form G-107 of this ITB.

1.18. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 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.ci.fort-lauderdale.fl.us/documents/index.htm>

1.19. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions are included by reference.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**2.01. General**

The services to be performed by Contractor consist of the curbside collection of recyclable materials in the recycling service area and transportation of said recyclable materials to the designated recovery facility. The Contractor shall perform such services as are required to provide a complete recyclable materials program.

2.02. Technical Definitions

Designated Recovery Facility shall mean the recycling/processing center(s) specifically designated in writing by the City for the recovery of recyclable materials. The current designated recovery facilities are the Waste Management Material Recovery Facility located at 2380 College Avenue, Davie, FL 33317 and Smurfit-Stone Recycling, 3021 SW 1st Terrace, Ft. Lauderdale, FL 33315.

Recyclable Materials shall consist of the following:

- a. Newspaper and inserts
- b. aluminum cans
- c. steel and bi-metal cans
- d. glass bottles and jars
- e. plastic bottles and containers
- f. corrugated containers
- g. polycoated paper containers/cartons
- h. mixed paper

Recycling Service Area means the area within the corporate limits of the City of Fort Lauderdale.

Residential Curbside Collection refers to collection and transportation of recyclable materials by Contractor from participating residential units in the recycling service area to the designated recovery facility.

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Residential Unit shall mean one single-family dwelling or one living unit of a multi-family dwelling.

2.03. Basic Collection “Blue Bin”

Contractor shall collect all recyclable materials that are placed curbside on public streets or alleys of the recycling service area. Newspapers will be bundled in paper bags or other bin, corrugated flattened 2' X 3' loose (non-containerized), and all other materials shall be co-mingled in containers supplied by the City. Such containers may be 14 or 18-gallon bins or wheeled carts of up to 95 gallons.

2.04. Required Days of Collection

Contractor shall provide one (1) residential curbside collection per residential unit per calendar week, on regularly scheduled days and routes. Contractor shall coordinate collections to coincide with the existing recycling collection schedule of the recycling service area, unless recycling services are provided at units which have private garbage collection service. In that case recycling shall be provided on the same day as the majority of service in the neighborhood.

The City agrees to exempt collection of recyclable materials on Christmas Day. The Contractor shall not be required to perform collection services when the designated disposal facility is closed or when countywide natural or civil emergency conditions are imminent and have been publicly announced.

2.05. Maps

Maps of the recycling service areas are available as an attachment to this bid.

2.06. Times of Collection

Collection services shall be made only between 7:00 am and 6:00 pm, Monday through Saturday. Upon the approval of the contract administrator, the Contractor may, in the event of an equipment failure or other emergency, provide services after 6:00 pm, so long as the services do not conflict with the laws of the state, or ordinances, rules or regulations of the City.

2.07. Ownership of Recyclable Materials

The ownership of all recyclable materials collected shall immediately vest with the City, and all revenue from the sale of recyclable materials to the designated recovery facility belongs to the City. However, all responsibilities for the safe and proper delivery of the recyclable materials to the designated recovery facility shall be with the Contractor.

Multi-family dwellings, such as apartments, condos, etc., are considered residential, not commercial. As such, the ownership of any materials collected from these locations shall immediately vest with the City.

2.08. City Provided Equipment

The City owns a number of containers and will provide each residential unit or location with the following. These items are separate from any containers needed under Group II.

- a. 14 or 18 gallon bins, or
- b. Wheeled carts of up to 95 gallons
- c. Dumpsters up to 8 yards

2.09. Contractor Provided Equipment

The Contractor shall provide all equipment necessary for residential curbside collection of recyclable

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materials in the recycling service area, other than those items at section 09 above.

2.10. Recycling Equipment

The City wishes to provide the most cost-effective and up-to-date recycling collection services as possible. Vehicles shall be specifically designed for two-sort (paper & corrugated/multi-material containers) and compaction. Hoppers on vehicles shall be equipped with cart lifting devices for collection of recyclables at multi-family locations. The vehicles must be capable of accepting all sizes of cardboard under the Residential Mixed Paper (RMP) program.

Contractor shall assume all responsibility for insuring, maintaining, servicing and repairing equipment as well as providing the necessary skilled operating personnel and supervision during the term of this contract.

Contractor agrees to provide recycling trucks that are clean and well maintained in appearance. The City will bear the cost of graphics for trucks, which will include the hauler's logo.

2.11 Route Supervisor

The Contractor shall assign a full time Route Supervisor, dedicated just to the City of Fort Lauderdale on service days and be available to respond immediately to the City's customer service desk and the Contract Coordinator during the hours 7:00am-6:00pm. Route Supervisor shall be in company uniform and carry company identification credentials. Employee shall also have a cellular telephone to return phone calls directly to customers and utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor shall ensure collections are completed each day as scheduled and all streets and swales are clean and free of debris. Supervisor shall also make every effort to communicate with residents on the route to promote the City's program compliance and to assist the Contract Coordinator in furthering the recycling goals of the City.

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

Route Supervisor shall be responsible to account for all disposal tickets and supply them to the City for reconciliation of disposal charges.

2.12. Complaints

Local Office: Contractor shall maintain an office in Broward County, Florida, with adequate staff and telephone service to handle and resolve all incoming calls and complaints between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding holidays. During all other hours of the week, including holidays, Contractor shall maintain an answering service or answering machine to receive incoming calls and complaints.

Complaint Response: Any complaints received by Contractor before 12:00 noon on a work day shall be resolved before 5:00 pm of that same day. Complaints received after 12:00 noon but before 8:00 am shall be resolved before 12:00 noon of the following work day. All complaints received on a non-work day shall be resolved by 12:00 noon of the following work day.

Emergency Number: Contractor shall provide Contract Administrator with an emergency telephone number(s) where Contractor may be reached during both working and non-working hours.

Recordkeeping: Contractor shall keep records of all complaints and indicate the disposition of each.

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Such records shall be available for inspection by the Contract Administrator at all times during business hours.

2.13. Reports

Monthly Reports: Contractor shall submit written monthly reports to properly and accurately reflect the following:

- a. Weight, by commodity, of the recyclable materials recovered, including copies of receipts issued to Contractor by the designated recovery facility, and
- b. A daily count of the number of containers actually "set out" by the residential units which shall be utilized to obtain an accurate count of resident participation.

Dates of Submission: Contractor shall submit the completed monthly reports to the Contract Administrator on or before the 15th day of the subsequent month.

Other Reports: In addition to the above named reports, Contractor agrees to provide the City with other reports or reporting information as is now or in the future required by law, whether state, county, City or another governmental agency at no additional cost.

Right to Examine: The City reserves the right to examine, audit and review any and all records of Contractor relating to this contract at any time during normal business hours upon giving reasonable notice.

2.14. Contract Coordinator

The City will 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.

2.15. Contractor Performance Reviews and Ratings

The City Contract Coordinator shall 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 contact.
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

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provided with a copy of the report, and may respond in writing if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.16 Liquidated Damages

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered, as liquidated damages.

The Public Works Department Contract Coordinator, or designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Contractor noting required corrections.

In the event the contractor shall not have completed all of the required services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements.

If the Contractor fails to perform services within the time frame specified in the contract, or if the actual services performed are only partially completed, and even if corrective action is performed in the allotted time period, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a deduction from the monthly invoice of \$250 for any month in which there are more than 20 missed pickups from the combined City programs described herein as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

2.17 Recycling Estimates

Residential Units: The City estimates there are approximately 40,663 residential units in the recycling service area.

Current Set-Out Rate: The average current set-out rate is approximately 40% overall. This rate varies between different neighborhoods of the service area, from approximately 15% to 60%.

2.18. Additional Services

Collection of Other Recyclables: The City may request the collection of recyclables in addition to those specifically listed in Part II, Section 01. Such request will require negotiations and an amendment to this contract to provide for the increased costs of collection and transportation services of the Contractor for such additional materials.

Expansion of Recycling Service Area: The City has annexed the Melrose Park and Riverland communities. However, recycling service will not begin in these areas until September 2007. This will bring approximately 3889 new units under this contract. The Contractor will be expected to handle this additional work and will be compensated at the current rates in effect at that time. **Expansion of the number of residential units from which recyclable materials or other recyclables are to be collected will not increase the "per unit" cost to the City.** Collection by Contractor in any expansion area shall commence thirty days after receipt of written notice by the Contract Administrator.

Other Changes in Scope of Work: The City or Contractor may request changes, other than those

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identified in this ITB, that would increase, decrease or otherwise modify the scope of services to be provided under this contract or the scope, quality or complexity of the project. Such changes must be in accordance with the provisions of the Code of Ordinance of the City and must be contained in a written amendment, executed by the parties prior to any deviation from the terms of this contract, including the initiation of any extra work. In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

2.19. Contractor Payment

- A. Group I – The Contractor will be paid at the monthly per unit rate bid times the number of residential units in the recycling service area. The number of residential units in the recycling service area will be determined by the City through their records of billing units for City solid waste collection service. The City will calculate the number of residential units at the start date of the contract. A new number will be calculated every six months thereafter from City solid waste collection records. Unless unusual circumstances occur, Contractor payment will be based on the same number of residential units for the entire six-month period between calculations.
- B. Group II – The Contractor will be paid at the monthly rate bid for service times the number of containers serviced. The number of containers in use in the recycling service area will be determined by the City through their records and reported to the Contractor at the actual starting date of the contract and periodically revised. It is understood that the numbers of containers serviced may rise and fall over the term of the contract.

2.20. Special Events Recycling

From time to time the City of Fort Lauderdale also provides recycling operations at City sponsored events and festivals. The City utilizes 65 & 95-gallon carts, dumpsters and roll-offs to collect recyclable materials on these occasions. The City designates the material processing facility and keeps all material revenue. There is no processing cost or tip fee to the contractor for these services.

2.21. Residential Mixed Paper “Green Bin” Program

The City currently has approximately 8000 accounts with access to a curbside, mixed paper recycling program, which expands the basic curbside program from two blue bins to three bins. The third bin is green and thus has been nicknamed by residents as the “green bin” program.

The intention of the City is to expand this program annually by 5000 to 8000 additional accounts until all city residents have access to the program. As new units are added to the program, the Contractor will be compensated at the current rates in effect at that time. **Expansion of the number of residential units from which recyclable materials are to be collected will not increase the “per unit” cost to the City.**

Program materials include residential mixed paper:

1. Residential Mixed Paper (RMP)

- Magazines and catalogs
- Junk Mail
- Copy Paper/file folders, envelopes
- Paperboard
- Pizza boxes

2. Corrugated cardboard boxes and packaging, unlimited size, and not required to be flattened. However, residents are asked to remove Styrofoam or plastic packaging prior to pickup.

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The City reserves the right to make the final decision regarding the choice of the material processing facility and currently directs this material to a facility that is different from the facility that processes the basic "blue bin" program materials. **This necessitates collection methods that require material paper from the "green bin" program to be kept separate from the newspaper from the "blue bin" program.** There will be no processing costs or tip fees to the Contractor and the City will retain all material revenue.

2.22. City Office Partnership Program (COPR)

- A. Internal Operations Program - All departments of the City of Fort Lauderdale, in offices and facilities that are located throughout the city limits, participate in a comprehensive office material recycling program.

The program materials include:

1. Sorted Office Paper (SOP)
Magazines and catalogs
Newspapers
2. Beverage and Food Containers (glass, plastic, aluminum, steel, drink boxes)
3. Corrugated Cardboard- collected in dumpsters

SOP and food containers are collected in 65-95 gallon carts, and for some facilities, a dumpster is provided for corrugated cardboard. The City of Fort Lauderdale Recycling Office provides all recycling containers for this program. The City designates the material processing facility and keeps all material revenue. There are no processing costs or tip fee to the contractor for these services.

There are currently sixty-one (61) internal accounts being serviced with 168 carts and seventeen (17) dumpsters. This program is still growing because the City also provides this service for any businesses that have City of Fort Lauderdale sanitation accounts.

B. External Program

The City of Fort Lauderdale has also responded to the great demand from local, private businesses that do not have city sanitation service but desire to recycle. The City has done this by creating access to a similar type of program as that which serves internal operations as described in Section A above.

The Contractor shall allow external, non-city businesses to piggyback on the price for carts and dumpsters established by this contract for internal operations. The businesses will pay the Contractor directly. The City will provide carts, education, and technical assistance in establishing the program. The City designates the material processing facility and keeps all material revenue. There is no processing costs or tip fees to the Contractor for these services.

There are currently thirty (30) external accounts being serviced by this program utilizing forty-five (45) carts and eleven (11) dumpsters and this program is growing rapidly.

2.23 Multifamily/City of Fort Lauderdale Partnership Recycling Program

This program is a companion program to the City of Fort Lauderdale Ordinance C -95-36, which mandates that all apartments and condominiums provide on-site recycling opportunities to residents.

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The program is structured like the COPR external business program with multifamily complexes contracting privately for service with the City recycling contractor and piggy-backing on the City rate for service of carts and dumpsters. The materials collected are the same as for the curbside program. The City provides carts, education, and technical assistance in establishing the program. The City designates the material processing facility and keeps all material revenue. There are no processing costs or tip fees to the Contractor for these services.

Currently, there are eleven apartments and condo complexes being serviced by this program with twenty-four (24) carts and three (3) dumpsters.

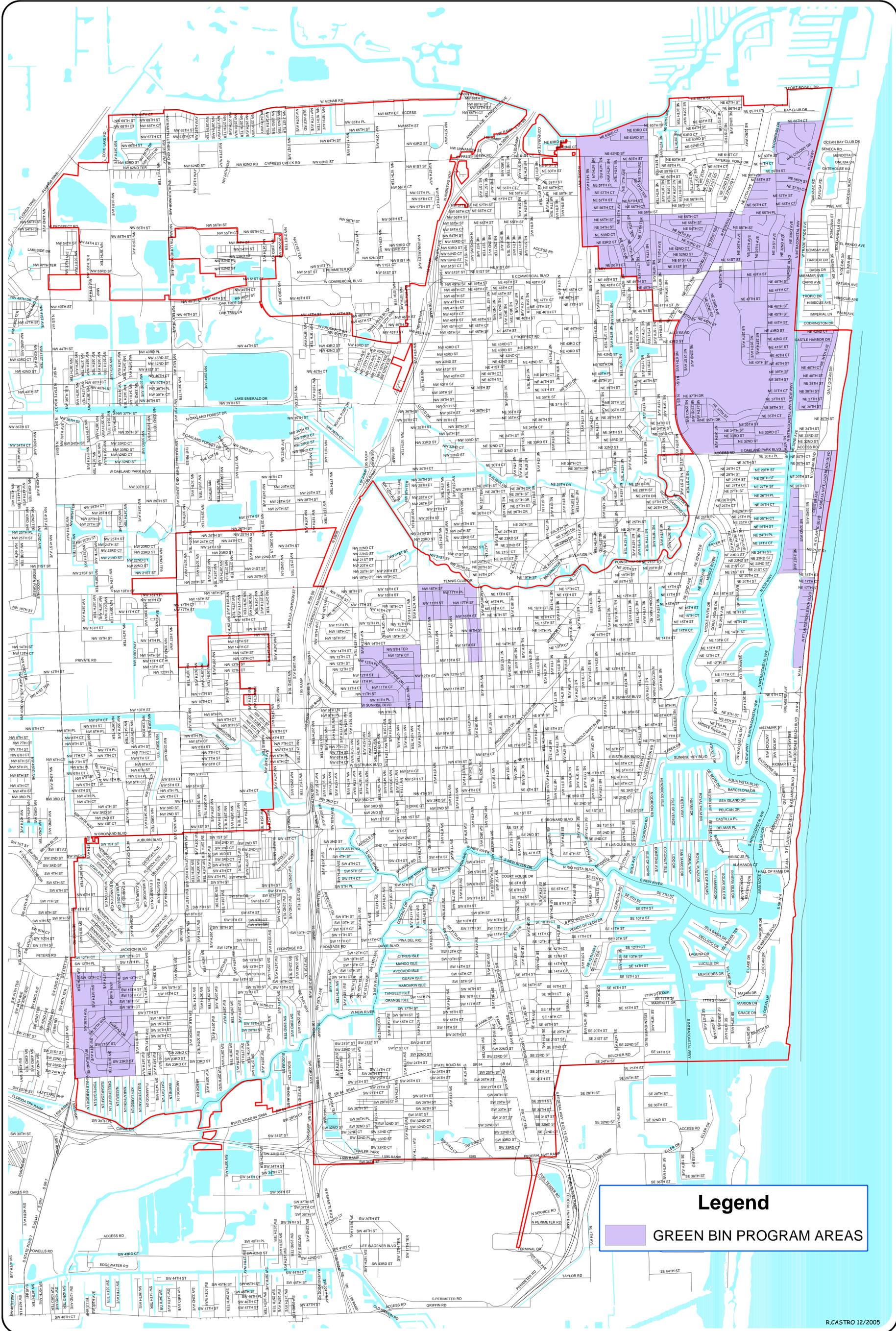
PUBLIC WORKS



CITY OF FORT LAUDERDALE GREEN BIN EXPANSION GROUP



RECYCLE
PICK-UP



Legend

 GREEN BIN PROGRAM AREAS

GENERAL QUESTIONNAIRE

BIDDER NAME: _____

Complete the following:

Contact Name: _____ Phone: _____

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

_____ Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank) _____

Total Bid Discount (Section 1.04 of General Conditions): _____

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes No _____ Other

State or reference any variances (section 1.06 of General Conditions):

1. Number of years experience the bidder has had in providing similar services:

_____ Years

2. Describe the last project of this nature that you completed:

3. Provide three references for which you have performed similar services.

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Company Name: _____

Address: _____
Contact Name: _____ Telephone: _____
Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____

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

5. Please provide a list of the equipment you have available to perform the services of this contract.

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

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

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed 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 RFP. 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 proposal.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501 (visit <http://www.dos.state.fl.us/doc/>)

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions?
MBE WBE

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:



City of Fort Lauderdale • Procurement and Materials Management Division
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301

ADDENDUM NO. 1

ITB 462-9362
Recycle Collection Services

ISSUED January 17, 2006

The following information is being provided in response to questions and issues raised at the pre-bid conference held on January 4, 2006.

1. Paragraph 1.07 refers to the contract period being one year with four one-year extension options. Due to the capital investment needed for vehicles and equipment, would it be possible to change the initial period in order to better amortize this investment? **Answer:** The initial contract period has been changed to three (3) years, with two (2) one-year extension options.

2. Is the start date still January 22nd? This may be an issue as it takes 60-90 days to obtain new vehicles. (Para. 1.07) **Answer:** That was the target date, but it is likely to slip due to administrative requirements. In the event that the current Contractor is not awarded the new contract, they have agreed to continue service as needed.

3. Paragraph 1.10 refers to a possible service test period. What invokes it? **Answer:** The City will review the entire response of the initial low bidder. If the information provided does not satisfy the City, it has the option to require a service test period in order to gauge the bidder's performance under the terms and conditions as specified in the bid.

4. Is the fuel surcharge separate from any CPI request? (Para. 1.12) **Answer:** Yes. The fuel surcharge may be requested no more than once per quarter. While it is applied to the base pricing for each service, it is temporary and tends to fluctuate with the cost of diesel fuel. A CPI request can only be made once per year, just prior to the contract anniversary. If granted, it permanently raises the base pricing for each service. Any fuel surcharge approved after that date would be applied to the new pricing.

5. Paragraph 1.15 refers to the deletion and modification of services. Does this mean the City would just delete a large portion of the contract at one time and give it to another vendor? **Answer:** This is not the intent. There may come a time when it would be necessary to make changes to the services required due to a variety of factors such as annexations, changes in the recycling program or industry or opportunities to better serve the residents. It may be in the best interest of the City to make changes to accommodate these factors.

6. Reference paragraph 2.02, there is a concern that Waste Management's facility may move in the future. This could affect the distance and travel times of Contractor's vehicles and ultimately the costs. Will the City allow a renegotiation of contract pricing in the event such a situation occurs? **Answer:** Yes, if such a move occurs, the City will allow a renegotiation of the contract pricing in effect at that time.

7. Do the collected items go to different facilities? (Para. 2.02) **Answer:** Yes. The curbside program materials (commingled containers and newspaper) go to Waste Management and the COPR and residential mixed paper materials go to Smurfit-Stone.
8. How are new residential customers brought into service? (Para. 2.03) **Answer:** The resident signing up for water service triggers it. The City gives the resident the appropriate bin(s) and the Contractor will service them on the appropriate day.
9. Are the recycling collection routes connected in some way to the trash collection days? (Para. 2.03 & 2.04) **Answer:** Yes, one of each resident's trash days is also the day they set out their recyclables.
10. How many routes are there? (Para. 2.03 & 2.04) **Answer:** That is unknown. As long as the material is picked up on the specified day, the City does not designate the route layout. The current Contractor generally uses four trucks, but sometimes will use 5 or 6.
11. What are the current prices being paid for blue and green bin pickups? (Para. 2.03 & 2.21) **Answer:** The price for both is \$1.21 per account.
12. Paragraph 2.04 refers to days of collection. Are they to stay the same under the new contract? **Answer:** Yes.
13. Would it be possible to change the dates in order to more efficiently operate the routes? (Para. 2.04) **Answer:** The City will consider such changes on a case-by-case basis, but the City must approve any change.
14. What are the service hours? (Para. 2.06) **Answer:** 7:00 AM to 6:00 PM on pickup days. The City may authorize early pickup under certain circumstances, such as an art festival on Las Olas Blvd.
15. Will the City provide all collection bins? **Answer:** The City will provide the items listed in paragraph 2.09. The contractor will provide 10, 20 and 30-yard roll-off dumpsters listed in Group II, as requested.
16. Paragraph 2.10 refers to recycling equipment. Is a bidder required to have a 3-sort truck with compaction? **Answer:** No. The referenced paragraph states the basic requirements for equipment. The City is only concerned that the contract services be provided using appropriate, standard equipment that is generally used in this industry and not just pick-up trucks or other non standard vehicles.
17. Can the City clarify the graphics mentioned in paragraph 2.10? **Answer:** The City will provide decals appropriate to its recycling program at no cost to the Contractor and these decals will be mounted on the Contractor's vehicles. There is no requirement to paint vehicles any specific color or colors.
18. Paragraph 2.12 Complaints is modified to include the following:
- Service complaints may include but are not limited to the following:
- a) Commingling of recycling items with trash during collection.
 - b) Failure to collect recyclables on schedule (i.e. missed collection.)

- c) Failure to comply with start time of 7:00 AM without prior authorization from contract coordinator.
- d) Failure to replace recycling containers at point of collection.
- e) Failure to leave curbside area clean and free of spilled recyclables.
- f) Throwing or tossing recycling containers.
- g) Failure to place a contamination sticker on containers as necessary.

19. The 4th section of Paragraph 2.16 relating to Liquidated Damages is revised as follows. **Remove this sentence:** "Therefore, in lieu of actual damages, the Contractor may be subject to a deduction from the monthly invoice of \$250 for any month in which there are more than 20 missed pickups from the combined City programs described herein as fixed, agreed, and liquidated damages." **Insert this sentence:** "Therefore, in lieu of actual damages, the Contractor may be subject to a deduction from the monthly invoice of \$250 for any month in which there are 20 to 50 missed pickups; \$500 in any month in which there are 51 to 100 missed pickups; and \$1000 for any month in which there are more than 100 missed pickups from the combined City programs described herein as fixed, agreed, and liquidated damages." All other sections of para. 2.16 remain the same.

20. How is the Contractor compensated for special events? (para. 2.20) **Answer:** The Contractor is compensated per the unit pricing offered for the items listed in Group II of the price proposal. By this addendum, the City is revising the requested price of all Group II items, except for item 6, to be "per pull" and not per month. If any calculation for a monthly charge is needed during the term of the contract, a multiplier of 4.3 will be used.

21. What is the current number of green bin accounts and are there plans to expand them? (Para. 2.21) **Answer:** There are 8000 green bin accounts and the City intends to expand the program. Further details are available in paragraph 2.21.

22. What is the time frame to expand? (Para. 2.21) **Answer:** The City would like to add 5000-8000 per year.

23. Will the Contractor need to provide any bins/carts for the green bin program? (Para. 2.21) **Answer:** No.

24. Referring to the green bin program, does everyone in a serviced area get such a bin? (Para. 2.21) **Answer:** No. It is optional to the customer and not everyone has one. The City markets the program and only gives bins to people who ask for them.

25. Will the City be providing the bins or carts for the City Office Partnership Program and the Multifamily Partnership Program mentioned in paragraph 2.22? **Answer:** Yes.

26. What is the current pricing for the business and multifamily programs? (Para. 2.22 & 2.23) **Answer:** \$1.50 for 65/95 gallon containers, multiplied by 4.33 times per month; \$4 per pickup for 2 yard dumpsters; \$8 per pickup for 4 yard dumpsters and \$12 per pickup for 6/8 yard dumpsters.

27. Can the City explain the multifamily program? **Answer:** As stated in paragraph 2.23, the Contractor will contract with the multifamily dwelling, but charge them the same rates charged the City for the particular container used. The City will provide the containers and advertising related to the program.

28. How is the billing handled for the business and multifamily programs? (Para. 2.23)
Answer: The Contractor will bill these customers directly for services under these programs. The City will bill all other services.

29. Who has the current contract? **Answer:** Choice Environmental.

30. Is the current Contractor handling corrugated items? **Answer:** Yes.

31. I have been unable to view the pricing sheets in RFP Depot. How is the pricing structured? **Answer:** There are two groups with multiple line items. Each line item is a type of container or service with a corresponding estimated quantity. Bidders are asked to fill in a price for each item. The award will be made to the responsive and responsible bidder quoting the lowest total cost. A bidder must quote on all items in order to be considered for award.

32. The bid due and opening date is changed to January 26, 2006, at 2:00 PM.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, C.P.M.
Director of Procurement Services

Attachment A

List of Attendees

<u>Company</u>	<u>Representative</u>
City of Fort Lauderdale	Casey Eckels – Public Works David Nash - Procurement
Ace Waste Services	Tracy Tinker
All Service Refuse	Hunter Varnedoe Paul DeBlasi
Choice Environmental	Hans Christensen Neal Rodrigue Lorenzo Thomas
Public Waste	Michael Savino
Southern Waste System/Sun Disposal	Andy Plucinski
Waste Management	John Albert

Questions and Answers

Question

what are the schedule pick up days for each container or will that be given out at the pre-bid? (Submitted: Jan 3, 2006 10:55:26 AM EST)

Answer

I Please refer to paragraphs 2.04 and 2.05 of the attached scope of services. One of the maps referenced in para. 2.05 is for blue bin areas and the legend at the bottom of the map indicates the day of the week each area is to be serviced. (Answered: Jan 3, 2006 12:00:58 PM EST)

Question

General Services for Group I and II show absolutely nothing except a small window saying that bid should be for all. All of what? There is nothing showing in either Group! (Submitted: Jan 6, 2006 10:48:42 AM EST)

Answer

I On the left side of the group name there is a small plus sign. Click on that and a list of the items for that group will appear. Then click on the "Info" button on the right and a description of the item will appear. If you still have a problem, contact the customer service desk at RFP Depot for assistance. (Answered: Jan 6, 2006 12:08:28 PM EST)