



ORIGINAL
DO NOT REMOVE
FROM FILE

Contract No.: 252-9192

Agreement to Supply: EMERGENCY MEDICAL BIO-HAZARDOUS WASTE REMOVAL

This agreement, made and entered into this the 04 day of July, 2005, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereafter called the "City" and

Name of Contractor:

HEALTHCARE WASTE REMOVAL & SERVICES, INC.

Address: 516 NW 77 STREET City: BOCA RATON State: FL Zip: 33487

A Corporation A Partnership An Individual Other: _____

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and service listed above for a period of **TWO (2) YEARS** and the Contractor submitted a bid that was accepted and approved by the City.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide aforementioned services to the City and the City agrees to pay for said services received from the Company, during the period beginning **05/01/2005** and ending **04/30/2007**, for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda if any, and any other attachments forming a part of ITB Number **252-9192**, and the Contractor's bid in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's ITB and all addenda thereto
- 3) Contractor's bid/proposal in response to the City's ITB

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments:

Solicitation document and vendor proposal.

b. Payment Terms:

Per ITB

c. Delivery:

Per ITB

d. Insurance:

Yes

No

e. Performance Bond/Letter of Credit:

Yes

No

f. Procurement Specialist's Initials:

JTH

4. **Contractor's Phone Numbers:**

Office: 954-984-9123

Other: 561-995-0393

5. **Contractor's Fax Number:**

954-984-9124

6. **Contractor's E-Mail Address:**

jeffcon@sprynet.com

Website:

City of Fort Lauderdale

By:

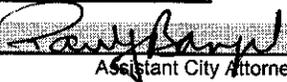


Director of Procurement Services (City Manager's Designee)

Auth. Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date:

7/6/05



Assistant City Attorney (approved as to form)

Date:

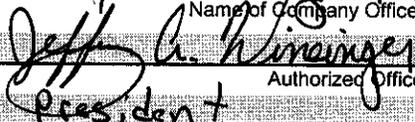
6/16/05

Contractor/Vendor

By:

Jeffrey A. Wineinger, President

Name of Company Officer (please type or print)



Authorized Officer's Signature

Title:

President

Date:

6/27/05

Attest:



Signature of Secretary

Constance M. Wineinger

Secretary (please type or print)

ORIGINAL
DO NOT REMOVE
FROM FILE

Bid #252-9192 - Emergency Medical Biohazardous Waste Removal

Creation Date **Mar 23, 2005**
 Start Date **Mar 23, 2005 4:17:17 PM EST**

End Date **Apr 13, 2005 2:00:00 PM EDT**
 Awarded Date **May 4, 2005**

252-9192-1-01 Medical waste pick-up			
Vendor	Unit Price	Qty/Unit	Total Price
Healthcare Waste Removal Services, Inc *	\$8.00	1 / box	\$8.00
Agency Notes:		Vendor Notes:	
A Nationwide Medical Waste Mgn, Inc	\$13.00	1 / box	\$13.00
Agency Notes:		Vendor Notes:	

252-9192-1-02 Container rental			
Vendor	Unit Price	Qty/Unit	Total Price
Healthcare Waste Removal Services, Inc *	\$0.00	156 / each	\$0.00
Agency Notes:		Vendor Notes:	
A Nationwide Medical Waste Mgn, Inc	\$10.00	156 / each	\$1,560.00
Agency Notes:		Vendor Notes:	

Vendor Totals

Healthcare Waste Removal Services, Inc *	\$8.00
A Nationwide Medical Waste Mgn, Inc	\$1,573.00

- The bid has been decrypted.
- The agency has requested that all offers be shown after the bid is decrypted.
- The agency has requested that all offers be shown after the bid is awarded.

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

[Print](#)

[Close](#)

CONTRACT
COPY

Healthcare Waste Removal Services, Inc: General Information**GENERAL INFORMATION**

Organization Name **Healthcare Waste Removal Services, Inc**
Address **516 NW 77th Street
Boca Raton FL 33487**
Main Phone **954-984-9123**
Main Fax **954-984-9124**
Federal Tax Number **65-0424804**
Preferred Yes No
Vendor Code
(optional)
Main Contact **Jeffrey Wineinger**
Contact Phone **561-995-0393**
Contact Fax
Contact Email **jeffcon@sprynet.com**

**CONTRACT
COPY**

QUESTIONNAIRE

**CONTRACT
COPY**

Prior Experience:

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

6 years

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your bid, please delineate such differences.

**City of Ft. Lauderdale (Last 6 Years)
Purchasing Department
100 N. Andrews Avenue - 6th Floor
Ft. Lauderdale, FL 33301
Attn. Mr. James Hemphill
954/828-5140
Same Service Provided 4/1999 - Present**

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

None

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

None

PART IV - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

ITB General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this ITB as Exhibit "A".

02. PUBLIC ENTITY CRIMES

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

NOTE: Bidder, by submitting a bid attests they have not been placed on the convicted vendor list.

03. AWARD

03.1 The bid will be awarded to overall low qualified bidder, or item by item, whichever is in the best interest of the City of Fort Lauderdale.

03.2 The City of Fort Lauderdale will be the sole judge in determining if the product proposed and delivery time meets our requirements. The City reserves the right to award to that bidder which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

04. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a TWO (2) year period. The City reserves the right to extend the contract for three additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

05. QUANTITY:

The quantities shown are estimated as one year's requirement on Bi-weekly service. The City of Fort Lauderdale reserves the right to increase or decrease the total quantities.

06. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

07. INSURANCE

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The Contractor shall carry at all times the following insurance coverage:

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE :

Worker's Compensation for all Contractor employees: **Statutory 440-055.**

Employer's Liability: **\$500,000.00**

07. INSURANCE (Cont.)

COMMERCIAL GENERAL LIABILITY INSURANCE:

Combined single Limit Bodily Injury/Property Damage with minimum limits of **\$1,000,000**.
This coverage must include Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

AUTOMOBILE LIABILITY INSURANCE:

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)

BIO-HAZARD POLLUTION LIABILITY COVERAGE

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

Waiver of Subrogation: All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

**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 purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.
- Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.
- The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.
- Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.
- Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.
- BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 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 Department immediately. Such notification must be received by the Procurement 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, cashier's 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; and full execution of contract documents, 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, otherwise, the CITY will treat all materials received as public records. 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.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has CITY elected officials, officers or employees affiliated with it unless the bidding firm has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the CITY's bidder lists and prohibition from engaging in any business with the CITY.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The CITY reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The CITY also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the CITY. The CITY reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the CITY's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the CITY reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the CITY in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the CITY.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

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 or

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 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 CONTRACTOR's, 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 CONTRACTOR's.
- 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, purchasing 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.

Ph: (954) 828-5933; Fax: (954) 828-5576

ITB NO. 252-9192

TITLE : Emergency Medical BioHazardous Waste Removal

PROCUREMENT SPECIALIST: James Hemphill

CONTACT FOR TECHNICAL QUESTIONS: Bob Edgar

DEPT: Fire-Rescue

PHONE: (954) 828-6831

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes _____ No _____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ (800) _____	Web site address: http://www/ _____
FAX () _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
e-mail: _____	
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____ %, net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____

How to Submit Bids/Bids: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. **Do not submit by facsimile. Facsimile bids will not be accepted.**

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID/RFP No. 252-9192 Title: Emergency Medical BioHazardous Waste Removal Opens: 4/13/05/ 2:00 PM

Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

 Signature of Authorized Representative

 Title (Typed or Printed)

 Name of Authorized Representative (typed or printed)

 Date

City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services 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) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

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

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

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

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

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

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

1.09. 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 SPECIFICATIONS:** Bid 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; 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, otherwise, the City will treat all materials received as public records. 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 – INTRODUCTION / INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide Emergency Medical BioHazardous Waste removal for the City's Fire-Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Div. Chief Robert Edgar at 828-6831. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Procurement Department, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jhemphill@fortlauderdale.gov Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule.

Bidders please note: No part of your bid can be submitted via FAX. The entire bid must be submitted in accordance with the Instructions contained in this ITB.

03. INSPECTION OF FACILITIES:

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from any other activities in the surrounding area. Arrangements for bidders inspection of facilities and/or activity schedules may be secured by contacting Chief Edgar @ (954) 828-6831

04. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

05. LOBBYIST ACTIVITIES

ALL BIDDERS/BIDDERS PLEASE NOTE: Any bidder or bidder submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, 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://fortlauderdale.gov/documents/index.htm>.

06. PURCHASING CARD PROGRAM

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, purchases made from this contract may be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

PART II - ITB SCHEDULE

Release ITB	3/23/04
Last Date for Receipt of Questions of a Material Nature	3/31/04
BID DUE (Prior to 2:00 PM)	4/13/04

PART III - REQUIREMENTS OF THE BID SUBMITTAL

ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

All bids must be submitted in a sealed package with the ITB number, due and open date, and ITB title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All bids must be received in the Procurement Department, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this ITB.

The bid shall be signed by a representative who is authorized to contractually bind the Contractor.

SUBMIT AN ORIGINAL AND ONE (1) COPY OF YOUR BID PROPOSAL.

PART IV - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

ITB General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this ITB as Exhibit "A".

02. PUBLIC ENTITY CRIMES

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

NOTE: Bidder, by submitting a bid attests they have not been placed on the convicted vendor list.

03. AWARD

03.1 The bid will be awarded to overall low qualified bidder, or item by item, whichever is in the best interest of the City of Fort Lauderdale.

03.2 The City of Fort Lauderdale will be the sole judge in determining if the product proposed and delivery time meets our requirements. The City reserves the right to award to that bidder which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

04. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a TWO (2) year period. The City reserves the right to extend the contract for three additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

05. QUANTITY:

The quantities shown are estimated as one year's requirement on Bi-weekly service. The City of Fort Lauderdale reserves the right to increase or decrease the total quantities.

06. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

07. INSURANCE

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The Contractor shall carry at all times the following insurance coverage:

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE :

Worker's Compensation for all Contractor employees: **Statutory 440-055.**

Employer's Liability: **\$500,000.00**

07. INSURANCE (Cont.)

COMMERCIAL GENERAL LIABILITY INSURANCE:

Combined single Limit Bodily Injury/Property Damage with minimum limits of **\$1,000,000**. This coverage must include Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

AUTOMOBILE LIABILITY INSURANCE:

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)

BIO-HAZARD POLLUTION LIABILITY COVERAGE

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

Waiver of Subrogation: All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

PART V - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF WORK:

Provide all labor, material, equipment and other requirements for the pick-up, Delivery, Handling , Removal and Disposal of Emergency Medical and Bio-Hazardous Waste at the various City sites listed, in accordance with all City, County, State and Federal Laws and Regulations inclusive of all required insurance for liabilities.

Medical Waste pick-up shall be at the twelve (12) Fire Rescue Stations on a Bi-weekly Schedule and at the Support Services location on a will call basis. Contractor is to empty three (3) thirty Gallon bins or boxes, bags and lids per location.

Containers: All containers shall be owned by the contractor and used by Customer during the term of the contract. Supply one container for each site except Support Services location which will have two (2) thirty gallon bins or boxes with lids – This location will be on a 'will-call' basis only.

SITES ARE AS FOLLOWS:

1. Fire Station 2 – 528 Northwest 2 Street, Fort Lauderdale, Florida 33311
2. Fire Station 3 – 2801 Southwest 4 Avenue, Fort Lauderdale, Florida 33312
3. Fire Station 13 – 2871 East Sunrise Blvd., Fort Lauderdale, Florida 33304
4. Fire Station 29 – 2002 Northeast 16 Street, Fort Lauderdale, Florida 33304
5. Fire Station 16 – 533 Northeast 22 Street, Wilton Manor, Florida 33305
6. Fire Station 35 – 1841 East Commercial Blvd., Fort Lauderdale, Florida 33308
7. Fire Station 46 – 1121 Northwest 9 Avenue, Fort Lauderdale, Florida 33311
8. Fire Station 47 – 1000 Southwest 27 Avenue, Fort Lauderdale, Florida 33312
9. Fire Station 49 – 1015 Seabreeze Blvd., Fort Lauderdale, Florida 33316
10. Fire Station 53 – 5555 Northwest 23 Avenue, Fort Lauderdale, Florida 33309
11. Fire Station 54 – 3200 Northeast 32 Street, Fort Lauderdale, Florida 33308
12. Fire Station 88 – 6300 Northwest 21 Avenue, Fort Lauderdale, Florida 33309
13. Support Services – 1300 Southwest 1 Street, Fort Lauderdale, Florida 33312 (on 'will call' basis)

DISTRIBUTION / DELIVERY

- a. All prices quoted for contract period shall be F.O.B. Destination.
- b. Items shall be picked up on a Bi-weekly basis or "as needed" basis for Special events, occurrences, etc.

F.O.B. POINTS

The F.O.B. points shall be the twelve (12) City of Fort Lauderdale Fire Rescue Stations as well as the one Support Services location.

BASIS OF PAYMENT

The unit price bid shall be the basis for payment, and shall include payment in full for all transportation, labor, equipment and other incidentals required.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART VI PRICE LIST / COST BID

BIDDER BID PAGE

BIDDER NAME _____

Bidder agrees to supply the products or services at the price bid below in accordance with the terms, conditions, and specifications contained in this ITB.

ITEM 1: Medical Waste pick-up at twelve (12) Fire Rescue Stations on a Bi-weekly Schedule, and Support Services site on a 'will call' basis - to empty thirty gallon bins, boxes, bags, etc. from 3 pack containers as required. **Price per Box/Bin, etc. NOT Container.**

Price Per Box/Bin \$ _____

ITEM 2:

<u>DESCRIPTION</u>	<u>PRICE</u>	<u>QTY. & UNIT</u>	<u>EXTENDED TOTAL</u>
Rental on Medical Waste Exterior 3-Pack Containers With three (3) Thirty (30) gallon bins/boxes inside.	\$ _____	X 156 EA.	= \$ _____

Discount offered if City purchases above items with the City's P-card (VISA).

Discount offered _____ % deducted from above cost for EACH.

This discount shall be considered by the City in determining the low, responsive, responsible bidder, if the City chooses to make the purchase using the City's P-card.

(See paragraph 13 of Special Conditions)

PART VII QUESTIONNAIRE

Prior Experience:

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

_____years

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your bid, please delineate such differences.

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

Have you included an original and 1 copy of your bid response? ___Yes ___No

BIDDER, PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THIS BID. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR BID

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Boca Raton, City of	Carol Thomas	201 W. Palmetto Park Rd.	Boca Raton	FL	33432	(561) 393-7871	(561) 393-7983	cthomas@ci.boca-raton.fl.us
Boca Raton, City of	Diane Lopresti	201 W. Palmetto Park Rd.	Boca Raton	FL	33432	(561) 393-7869	(561) 393-7983	dlopresti@ci.boca-raton.fl.us
Boca Raton, City of	Lynn Kunkel	201 W. Palmetto Park Rd.	Boca Raton	FL	33432	(561) 393-7874	(561) 393-7983	lynnk@ci.boca-raton.fl.us
Boca Raton, City of	Bob Bolinski	201 W. Palmetto Park Rd.	Boca Raton	FL	33432	(561) 393-7873	(561) 393-7983	bbolinski@ci.boca-raton.fl.us
Boca Raton, City of	Marilyn Praters-River	201 W. Palmetto Park Rd.	Boca Raton	FL	33432	(561) 393-7872	561-393-7983	mpraters@ci.boca-raton.fl.us
Broward Community College-Purchasing Dept.	Beau Mitchell	225 E. Las Olas Blvd.	Fort Lauderdale	FL	33301	(954) 201-7551	(954) 201-7330	bmitchel@broward.edu
Broward Community College-Purchasing Dept.	Bob Persiano	225 E. Las Olas Blvd.	Fort Lauderdale	FL	33301	(954) 201-7485	(954) 201-7330	rpersian@broward.edu
Broward Community College-Purchasing Dept.	Alex Denis	225 E. Las Olas Blvd.	Fort Lauderdale	FL	33301	(954) 201-7455	(954) 201-7330	adenis@broward.edu
Broward County Purchasing Dept.	Ellie O'Connell	115 S. Andrews Ave.	Fort Lauderdale	FL	33301	954-357-6087	954-357-8535	eoconnell@broward.org
Broward County Purchasing Dept.	John A. Kunzman	115 S. Andrews Ave.	Ft. Lauderdale	FL	33301	954-357-6009	954-357-8535	jkunzman@broward.org
Broward County Parks & Recreation	Marilyn Cahill	950 NW 38th St.	Oakland Park	FL	33309	(954) 357-8125	(954) 537-2849	mcahill@broward.org
Broward County Purchasing Dept	Karen Walbridge	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-6067	(954) 357-8535	kwalbridge@broward.org
Broward County Purchasing Dept	Liz Overton	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-6076	(954) 357-8535	loverton@broward.org
Broward County Purchasing Dept	Rick Andrews	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-6085	(954) 357-5527	riandrews@broward.org
Broward County Purchasing Dept	Yasmin Teja	960 NW 38th St.	Oakland Park	FL	33309	(954) 537-2850	(954)537-2855	yteja@broward.org
Broward County Purchasing Dept	Peter Thomas	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-6068	(954) 357-3585	pthomas@broward.org
Broward County School Board	Carol Barker	7720 W. Oakland Park Blvd., Ste 323	Sunrise	FL	33351	(754) 321-0506	(754) 321-0533	carol.barker@browardschools.com
Broward County School Board	Charles High	7720 W. Oakland Park Blvd., Ste 323	Sunrise	FL	33351	(954) 765-6119	(954) 767-8417	charles.high@browardschools.com
Broward County School Board	George Toman	7720 W. Oakland Park Blvd., Ste 323	Sunrise	FL	33351	(754) 321-0514	(754) 321-0533	george.toman@browardschools.com
Broward County School Board	Mark Alan	7720 W. Oakland Park Blvd., Ste 323	Sunrise	FL	33351	(754) 321-0507	(754) 321-0534	mark.alan@browardschools.com
Broward County School Board	Kay Lloyd	7720 W. Oakland Park Blvd. Ste. 323	Sunrise	FL	33351	(754) 321-0504	(754) 321-0534	kay.lloyd@browardschools.com
Broward County School Board	Roni Evans	7720 W. Oakland Park Blvd., Ste 323	Sunrise	FL	33351	(754) 321-0511	(754) 321-0533	roni.evans@browardschools.com

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Broward County School Board	Ian Superville	7720 W. Oakland Park Blvd. Ste. 323	Sunrise	FL	33351	(754) 321-0510	(754) 321-0533	ian_superville@browardschools.com
Broward County Sheriff - Purchasing	Ed Witkowski	2601 W. Broward Blvd	Fort Lauderdale	FL	33312	(954) 321-4795	(954) 765-4006	edward_witkowski@sheriff.org
Broward County Sheriff- Purchasing	Rick Torres	2601 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 831-8172	(954) 765-4006	rick_torres@sheriff.org
Broward County Sheriff- Purchasing	Susan Kuzenka	2601 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 321-4748	(954) 765-4006	susan_kuzenka@sheriff.org
Broward County Sheriff- Purchasing	Auret Gill	2601 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 831-8173	(954) 765-4006	auret_gill@sheriff.org
Broward County School Board	Phyllis Ben-Asher	7720 W. Oakland Park Blvd.	Sunrise	FL	33351	(754)321-0527	(754) 321-0533	Phyllis.ben-asher@browardschools.com
Broward Cty Sheriff's Office	Sue Warner	143 NW 25 Terr.	Ft. Lauderdale	FL	33311	954-831-8273	954-831-8269	sue-warner@sheriff.org
City of Hallandale	Andrea Lues	400 S. Federal Hwy	Hallandale	FL		954-457-1332	954-457-1342	alues@hallandalebeachfl.gov
City of Hollywood, FL	D. Witherspoon	2600 Hollywood Blvd.	Hollywood	FL	33020	954-921-3248	954-921-3086	dwitherspoon@hollywoodfl.org
City of Hollywood, FL	K. Kilpatrick	2600 Hollywood Blvd.	Hollywood	FL	33020	954-921-3222	954-921-3086	kkilpatrick@hollywoodfl.org
City of Miami Gardens	Pam Thompson		Miami Gardens	FL		350-622-8000	305-622-8001	pthompson@miamigardens-fl.gov
City of Parkland	Sarah Castoro	6600 University Drive	Parkland	FL	33067	(954) 757-4135	(954) 341-5161	scastoro@cityofparkland.org
Coconut Creek, City of	Linda Jeethan	4800 W. Copans Rd.	Coconut Creek	FL	33063	(954) 973-6754	(954) 973-6754	ljeethan@creekgov.net
Cooper City, City of	Kerri Anne Fisher	PO Box 290910	Cooper City	FL	33329	(954) 434-4300	(954) 434-5099	kerri@coopercityfl.org
Coral Springs, City of- Purchasing	Angelo Salomone	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1100	(954) 344-1186	asa@coralsprings.org
Coral Springs, City of- Purchasing	Art Resnik	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1101	(954) 344-1186	air@coralsprings.org
Coral Springs, City of- Purchasing	Gail Dixon	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1104	(954) 344-1186	gad@coralsprings.org
Coral Springs, City of- Purchasing	Roxanne Sookdeo	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1103	(954) 344-1186	rsookdeo@coralsprings.org
Coral Springs, City of- Purchasing	Tim Planco	4181 NW 121 Avenue	Coral Springs	FL	33065	(954) 345-2235	(954) 345-2238	tim@coralsprings.org
Dania Beach, City of	Nanci Denny	100 W. Dania Beach Blvd	Dania Bch.	FL	33004	954-924-3674	954-922-5619	ndenny@cl.dania-beach.fl.us
Davie, Town of	Elena Blackiston	6591 Orange Drive	Davie	FL	33314	(954) 797-1015	(954) 797-1049	elena_blackiston@davie-fl.gov
Davie, Town of	Herb Hyman	6591 Orange Drive	Davie	FL	33314	(954) 797-1016	(954) 797-1049	herb_hyman@davie-fl.gov

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Deerfield Beach, City of	Donna Council	210 Goolsby Blvd.	Deerfield Beach	FL	33442	(954) 480-4380	(954) 480-4388	dcouncil@deerfield-beach.com
Deerfield Beach, City of	Jessica Gamble	210 Goolsby Blvd.	Deerfield Beach	FL	33441	(954) 480-4418	(954) 480-4388	igamble@deerfield-beach.com
Deerfield Beach, City of	Paul Collette	210 Goolsby Blvd.	Deerfield Beach	FL	33442	(954) 480-4418	(954) 480-4388	pcollette@deerfield-beach.com
Fort Lauderdale, City of	Carrie Keohane	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5141	(954) 828-5576	ckeohane@fortlauderdale.gov
Fort Lauderdale, City of	David Nash	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-7816	(954) 828-7897	dnash@fortlauderdale.gov
Fort Lauderdale, City of	James Hemphill	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5143	(954) 828-5576	jhemphill@fortlauderdale.gov
Fort Lauderdale, City of	Kirk Buffington	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5933	(954) 828-5576	kbuffington@fortlauderdale.gov
Fort Lauderdale, City of	Linda Wilson	1350 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 828-5146	(954) 828-5576	lwilson@fortlauderdale.gov
Fort Lauderdale, City of	Richard Ewell	1350 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 828-5138	(954) 828-5650	rewell@fortlauderdale.gov
Greenacres, City of	Lynda Venne	5985 Tenth Ave North	Greenacres	FL	33463	(561)642-2030	(561)642-2037	lyenne@ci.greenacres.fl.us
Greenacres, City of	Alyssa M. Milo	5985 Tenth Ave. N.	Greenacres	FL	33463	561-642-2039	561-642-2037	amilo@ci.greenacres.fl.us
Hollywood, City of-Purchasing	Linda Silvey	2600 Hollywood Blvd., Room 303	Hollywood	FL	33020	(954) 921-3200	(954) 921-3086	lsilvey@hollywoodfl.org
Hollywood, City of-Purchasing	Ralph Dierks	2600 Hollywood Blvd, Room 303	Hollywood	FL	33020	(954) 921-3223	(954) 921-3086	rdierks@hollywoodfl.org
Hollywood, City of-Purchasing	Macciano Lewis	2600 Hollywood Blvd. Room 30330	Hollywood	FL	33020	(954) 921-3290	(954) 921-3086	mlewis@hollywoodfl.org
Hollywood, City of-Purchasing	Windol Green	2600 Hollywood Blvd. Rm 303	Hollywood	FL	33020	(954) 921-3552	(954) 921-3554	wgreen@hollywoodfl.org
Hollywood, City of-Purchasing	Janice English	2600 Hollywood Blvd. Room 30330	Hollywood	FL	33020	(954) 921-3345	(954) 921-3086	jenglish@hollywoodfl.org
Lauderdale Lakes City of-Purchasing	Neil Appel	4300 NW 36 Street	Lauderdale Lakes	FL	33319	(954) 731-1212	(954) 733-5126	neila@lauderdalelakes.org
Lauderdale Lakes, City of-Purchasing	Geeta Ramhary	4300 NW 36 Street	Lauderdale Lakes	FL	33319	(954) 535-2722	(954) 733-3276	geetar@lauderdalelakes.org
Lauderhill, City of-Purchasing	Ruby Levy	2000 City Hall Drive	Lauderhill	FL	33313	(954) 730-3044	(954) 730-4239	rlevy@lauderhill.net
Margate, City of-Purchasing	Connie Guzzi	5790 Margate Blvd.	Margate	FL	33063	(954) 972-6454	(954) 935-5258	cguzzi@margatefl.com
Margate, City of-Purchasing	Pat Greenstein	5790 Margate Blvd.	Margate	FL	33063	(954) 972-6454	(954) 935-5258	pgreenstein@margatefl.com
Margate, City of-Purchasing	Spencer Shambray	5790 Margate Blvd.	Margate	FL	33063	(954) 972-6454	(954) 935-5258	sshambay@margatefl.com

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Miami, City of	Mike Rath	444 SW 2nd Ave	Miami	FL	33130	(305) 416-1921	(305) 400-5153	mrath@ci.miami.fl.us
Miami-Dade County	Thomas Blaine	111 NW 1st Street	Miami	FL	33128	305-375-5375	305-375-2316	blaint@miamidade.gov
Miramar, City of- Purchasing	Carlos Vilches	6700 Miramar Parkway	Miramar	FL	33023	(954) 986-3096	(954) 967-3098	cavilches@ci.miramar.fl.us
Miramar, City of- Purchasing	Margaret Pelomino	6700 Miramar Parkway	Miramar	FL	33023	(954) 967-1550	(954) 967-1551	mapalomino@ci.miramar.fl.us
Miramar, City of- Purchasing	Inda Sarju	6700 Miramar Parkway	Miramar	FL	33023	(954) 602-3065	(954) 602-3631	insarju@ci.miramar.fl.us
Miramar, City of- Purchasing	Carolyn Tubbs	6700 Miramar Parkway	Miramar	FL	33023	(954) 606-3054		catubbs@ci.miramar.fl.us
Miramar, City of- Purchasing	Shirley Cano Tai	6700 Miramar Parkway	Miramar	FL	33023	(954) 602-3047	(954) 602-3477	
North Miami Beach, City of	Lynn Gribble	17011 NE 19th Ave. Room 318	North Miami Beach	FL	33162	(305) 948-2976	(305) 957-3522	lynn.gribble@citynmb.com
North Miami Beach, City of	Shannon Graham	17011 NE 19th Ave. Room 318	North Miami Beach	FL	33162	(305) 948-2976	(305) 957-3522	shannon.graham@citynmb.com
North Miami-City of	Debbie Falestra	776 NE 125 St	North Miami	FL	33161	(305)893-6511	(305) 891-2617	dfalestra@northmiamifl.gov
North Miami -City of	Martin DuBose	776 NE 125 St	North Miami	FL	33161	(305) 893-6511	(305) 891-2617	mdubose@northmiamifl.gov
Oakland Park, City of- Purchasing	Maggie Turner	3650 NE 12 Avenue	Oakland Park	FL	33334	(954) 561-6105	(954) 567-7129	maggiet@oaklandparkfl.org
Pembroke Pines, City of Public Services Dept.	Terri Burzo	13975 Pembroke Road	Pembroke Pines	FL	33027	(954) 437-1111	(954) 437-1117	tburzo@ppines.com
Pompano Beach, City of	Jacqueline King	1190 NE 3rd Ave. Bldg C	Pompano Beach	FL	33060	(954) 786-4098	(954) 786-4168	jacqueline.king@copbfl.com
Pompano Beach, City of	Leeta Hardin	1190 NE 3rd Ave. Bldg C	Pompano Beach	FL	33060	(954) 786-4098	(954) 786-4168	Leeta.Hardin@copbfl.com
Port Everglades Authority- Purchasing Div	Larry Strain	1850 Eller Dr. 6th Floor	Fort Lauderdale	FL	33316	(954) 468-3517	(954) 761-1561	lstrain@broward.org
SFRTA/TRI-RAIL	Anne M. Lodato	800 N.W.33RDST	Pompano Beach	FL	33351	954-788-7912	(954)788-7963	lodatoa@sfrta.fl.gov
SFRTA/TRI-RAIL	Christopher Bross	800 NW 33rd St. Suite 100	Pompano Beach	FL	33064	(954) 788-7906	(954) 788-7963	brossc@sfrta.fl.gov
Sunrise, City of-Purchasing	Alicia Shand	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	
Sunrise, City of-Purchasing	Carol Hollins	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	
Sunrise, City of-Purchasing	Marsha Peterson	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	mpeterson@cityofsunrise.org

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Sunrise, City of-Purchasing	Vivian O'Neal	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	
Tamarac, City of, Purchasing Div.	Keith Glatz	7525 NW 88th Ave.	Tamarac	FL	33321	(954) 724-2450	(954) 724-2408	kelithg@tamarac.org
Tamarac, City of, Purchasing Div.	Steven Beamsderfer	7525 NW 88th Ave.	Tamarac	FL	33321	(954) 724-2450	(954) 724-2408	stevenb@tamarac.org