

**AGREEMENT FOR
BULK TRASH COLLECTION SERVICES**

THIS AGREEMENT, made this 1st day of October 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Choice Environmental Services of Broward, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 3101 NW 16 Terrace, Pompano Beach, FL 33064, Phone: 954-582-9300, Fax: 954-349-9483, Email: grant@choicewaste.com, for the term specified herein,

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

WITNESSETH:

I. DOCUMENTS

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

- (1) Invitation to Bid 623-10995, Bulk Trash Collection Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated June 6, 2012 ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Oct. 1st, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

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

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on September 15, 2012, and shall end on September 14, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

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

O. Conflicts

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

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

AA. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

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

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012) , as may be amended or revised.

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

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: Grant Smith
Secretary

CONTRACTOR

By: [Signature]
Print Name: James H. Sage
President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 27th day of September, 2012, by James H. Sage as president for Choice Environmental Services of Broward, Inc., a Florida corporation.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

NOTARY PUBLIC, STATE OF FLORIDA
Rosie Marie Richardson
Commission # EE670099
Expires: MAR. 03, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Rosie M Richardson

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

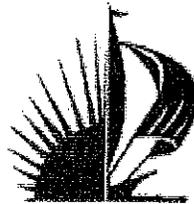
Personally Known OR Produced Identification _____
Type of Identification Produced _____

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

623-10995

CONTRACT
COPY

Bulk Trash Collection Services



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

Bid 623-10995 Bulk Trash Collection Services

Bid Number **623-10995**
Bid Title **Bulk Trash Collection Services**

Bid Start Date **May 4, 2012 9:13:27 AM EDT**
Bid End Date **Jun 6, 2012 2:00:00 PM EDT**
Question & Answer End Date **May 30, 2012 5:00:00 PM EDT**

Bid Contact **Rick Andrews**
Procurement Specialist II
Procurement
954-828-4357
Randrews@fortlauderdale.gov

Contract Duration **See Specifications**
Contract Renewal **See Specifications**
Prices Good for **90 days**
Pre-Bid Conference **May 16, 2012 9:00:00 AM EDT**
Attendance is optional
Location: City of Fort Lauderdale
City Hall
100 North Andrews Avenue
4th Floor Conference Room
Fort Lauderdale, FL 33301.

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Bulk Trash Collection Services for the City's Public Works Department Sanitation Division, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). The City's Franchise Fee will apply to this contract. Per Section 24-69 licensed collectors shall pay the city (17) percent franchise fee for collection services within the city. The franchise fee will be assessed on the total amount of the annual contract. Franchise fees are due and payable to the city by the twentieth calendar day of the month following the month within which such services were provided. Payment shall be mailed to the City-Attention Finance Director 100 North Andrews Avenue Fort Lauderdale, Florida 33301.**
Added on May 21, 2012:
1. Add Addendum No. 1

Changes made on May 21, 2012 11:25:28 AM EDT

New Documents **10995 Bulk Trash Tonnage FY10-11.pdf**
10995 Pre-Bid Sign-in Sheet.pdf
10995 Addendum No. 1.pdf

Previous End Date	May 30, 2012 2:00:00 PM EDT	New End Date	Jun 6, 2012 2:00:00 PM EDT
Previous Q & A End Date	May 23, 2012 5:00:00 PM EDT	New Q & A End Date	May 30, 2012 5:00:00 PM EDT

Changes were made to the following items:

AREA I PALM AIRE WEST
AREA I GOLDEN HEIGHTS
AREA II MELROSE PARK

AREA II MELROSE PARK
AREA II MELROSE PARK
AREA II MELROSE PARK
AREA II CHULA VISTA
AREA II RIVERLAND VILLAGE
AREA II LAUDERDALE ISLES
AREA III ROCK ISLAND
AREA III TWIN LAKES NORTH
ANNUAL FRANCHISE FEE

Item Response Form

Item **623-10995--01-01 - AREA I PALM AIRE WEST**
 Quantity **535 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 535

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.

Added on May 21, 2012:

ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA I PALM AIRE WEST** New Title **AREA I PALM AIRE WEST**

Item **623-10995--01-02 - AREA I GOLDEN HEIGHTS**
 Quantity **148 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 148

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES

Added on May 21, 2012:

ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA I GOLDEN HEIGHTS** New Title **AREA I GOLDEN HEIGHTS**

Item **623-10995--01-03 - AREA II MELROSE PARK**
 Quantity **493 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 493

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II MELROSE PARK** New Title **AREA II MELROSE PARK**

Item **623-10995--01-04 - AREA II MELROSE PARK**
 Quantity **486 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 486

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II MELROSE PARK** New Title **AREA II MELROSE PARK**

Item **623-10995--01-05 - AREA II MELROSE PARK**
 Quantity **430 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 430

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II MELROSE PARK** New Title **AREA II MELROSE PARK**

Item **623-10995--01-06 - AREA II MELROSE PARK**
 Quantity **483 each**
 Unit Price
 Delivery Location

City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 483

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II MELROSE PARK** New Title **AREA II MELROSE PARK**

Item **623-10995--01-07 - AREA II CHULA VISTA**
 Quantity **510 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 510

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II CHULA VISTA** New Title **AREA II CHULA VISTA**

Item **623-10995--01-08 - AREA II RIVERLAND VILLAGE**
 Quantity **853 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 853

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II RIVERLAND VILLAGE** New Title **AREA II RIVERLAND VILLAGE**

Item **623-10995--01-09 - AREA II LAUDERDALE ISLES**
 Quantity **789 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 789

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA II LAUDERDALE ISLES** New Title **AREA II LAUDERDALE ISLES**

Item **623-10995--01-10 - AREA III ROCK ISLAND**
 Quantity **918 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 918

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA III ROCK ISLAND** New Title **AREA III ROCK ISLAND**

Item **623-10995--01-11 - AREA III TWIN LAKES NORTH**
 Quantity **289 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 289

Description

ENTER A PER HOUSEHOLD PRICE FOR MONTHLY COLLECTION IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES
 Added on May 21, 2012:
 ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.
 (EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title **ANNEXATION AREA III TWIN LAKES NORTH** New Title **AREA III TWIN LAKES NORTH**

Item **623-10995--01-12 - ANNUAL FRANCHISE FEE**
 Quantity **1 lump sum**

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

ENTER AN AMOUNT EQUAL TO 17% OF THE TOTAL ANNUAL BID AMOUNT FOR ITEMS 1 THROUGH 11.
(EXAMPLE: ALL BID ITEM PRICES X INDICATED QUANTITIES X 17%)

Changes made on May 21, 2012 11:25:28 AM EDT

Previous Title

New Title **ANNUAL FRANCHISE FEE**

Added Item

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Bulk Trash Collection Services for the City's Public Works Department Sanitation Division, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Rick Andrews at (954) 828-4357 or email at randr89766@fortlauderdale.gov. Such contact shall be for clarification purposes only.

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

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

03. TRANSACTION FEES

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

04. PRE-BID CONFERENCE

There will be a pre-bid conference and/or site visit scheduled for Wednesday, May 16, 2012 at 9:00 a.m., City Hall, 100 N. Andrews Avenue, 4th floor Engineering conference room, Fort Lauderdale, FL 33301. It is strongly suggested that all Contractor's attend the pre-proposal conference.

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

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

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale. See also PART II – SCOPE OF SERVICES, paragraph 2.02.

06. BID DOCUMENTS

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

07. AWARD

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

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

Contractor must bid on all items. Partial bids will not be considered.

08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this ITB.

09. NEWS RELEASES/PUBLICITY

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

10. CONTRACTORS' COSTS

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

11. RULES AND SUBMITTALS OF BIDS

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

12. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or September 15, 2012 whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for three (3) additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

13. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal. Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

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

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

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

14. SERVICE TEST PERIOD

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

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

15. CONTRACT COORDINATOR

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

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

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

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

16. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

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

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

17. INVOICES/PAYMENT

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

18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

the contract upon giving the Contractor thirty (30) days written notice.

19. DELETION OR MODIFICATION OF SERVICES

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

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

20. SUBSTITUTION OF PERSONNEL

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

21. INSURANCE

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

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

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

Certificate holder should be addressed as follows:

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

22. **SUB-CONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

23. INSURANCE – SUB-CONTRACTORS

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

24. OWNERSHIP OF WORK

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

25. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

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

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

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

D. The non performing party uses its best efforts to remedy its inability to perform.

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

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

26. PUBLIC ENTITY CRIMES

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

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

27. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

28. SAFETY

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

29. CANADIAN COMPANIES

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

30. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

31. BID TABULATIONS/INTENT TO AWARD

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

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

32. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

33. LIQUIDATED DAMAGES

- A. Failure of the Contractor to complete collections on the scheduled pickup day due to the lack of human resources, vehicles, or vehicle breakdowns may result in liquidated damages of one thousand dollars (\$1000.00) per day to be assessed each and every day, including any partial day, until completion of missed collection(s). Liquidated damages owed to the City shall be deducted from the Contractors monthly invoice.
- B. If the Contractor is assessed liquidated damages per paragraph A the Contractor shall reimburse the City for the costs to obtain and mobilize secondary contracted resources or City resources to perform the necessary work according to the contract.
- C. It shall be the responsibility of the Route Supervisor to e-mail the City's Customer Service Center by 6:00p.m. to advise all collections, scheduled for the day of service, have been successfully completed. This e-mail notification shall provide the Contractor and City documentation of performance.

PART II – SCOPE OF SERVICES

INVITATION TO BID (ITB) 623-10995
BULK TRASH COLLECTION SERVICES

2.01. General Information

The City of Fort Lauderdale's Sanitation Division currently provides bulk trash collection services for large household items, tree trimmings and miscellaneous items listed in the bid document, for residential customers once each month utilizing the clean sweep method. Additionally, the city is committed to a yard waste recycling program. Yard waste is to be collected separately from household bulk trash materials.

Due to the addition of approximately 5,934 residents through annexation, the City is soliciting bids for these bulk trash collection services as follows:

Annexation Area I consisting of Palm Aire West and Golden Heights with a total of 683 accounts.

Annexation Area II consisting of Melrose Park, Chula Vista, Riverland Village and Lauderdale Isles with a total of 4,044 accounts.

Annexation Area III consisting of Rock Island and Twin Lakes North with a total of 1207 accounts.

The City plans to have one bulk trash collector to provide service for the three annexed areas. The expectation is that the bidding Contractor will use company owned collection vehicles. If the bidder plans to use a 3rd party to provide collection service, this information shall be disclosed in the business plan.

2.02. Eligibility

- Contractor's primary business is solid waste collection
- Have two years experience successfully providing solid waste services under contract for a minimum of 5,000 customers
- Possess the necessary resources to perform under a contract of this magnitude: such as appropriate vehicles, reserve vehicles, garage support, labor, licensing, insurance, and financial strength.
- Provide two references (preferably from municipalities) from current or previous contracts (within last 2 years) validating service capabilities and performance.
- Submit a business plan detailing the above information documenting eligibility experience.
- City may conduct a site visit to verify all information submitted.
- Failure to submit sufficient information, in satisfactory detail with bid proposal or failure to provide additional qualifying information within 5 days of request, shall render proposal non-responsive and/or not qualified.

2.03. Service Areas

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The following areas included in this Invitation to Bid are to be serviced as scheduled. Specific routing details are contained in the Official Sanitation Division Bulk Trash Map, which can be purchased by calling the Service Counter at 954-828-5051. The City is providing a GIS map of these areas as an attachment to this bid document. Area boundary descriptions contained in this bid document are approximate and are provided for informational purposes. The City will determine the route boundaries, and schedules, and reserves the right to amend them.

ANNEXATION AREA I

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Palm Aire West	4 th Wednesday	535

The area contained within the corporate boundaries on the north and west, and NW 31st Avenue on the east and NW 62nd Street on the south.

2) Golden Heights	4 th Wednesday	148
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The area contained within NW 16th Street and NW 16th Court, and NW 24th Avenue and NW 28th Avenue.

ANNEXATION AREA II

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Melrose Park	1 st Monday	493

The area south of Glendale Boulevard, Evanston Circle to Jackson Boulevard, SW 31st Avenue on the east, and Indiana Avenue on the west.

2) Melrose Park	2 nd Monday	486
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The area north of Glendale Boulevard, Evanston Circle to Broward Boulevard, SW 31st Avenue on the east, and Kentucky Avenue on the west.

3) Melrose Park	3 rd Monday	430
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The area north of SW 6th Street, Evanston Circle to Broward Boulevard, Kentucky Avenue on the east, and corporate limit on the west.

4) Melrose Park	4 th Monday	483
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The area south of SW 6th Street, Evanston Circle to Jackson Boulevard, Indiana Avenue on the east, and corporate limit on the west.

5) Chula Vista	1 st Friday	510
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The area north of Riverland Road to SW 14th Street, SW 28th Terrace on the east, and SW 31st Avenue on the west.

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6) Riverland Village 2nd Friday 853

The area north of Riverland Road to SW 14th Street, SW 31st Avenue on the east, and SW 34th Terrace and 35th Avenue on the west.

7) Lauderdale Isles 3rd Friday 789

The area south of Riverland Road and SW 21st Street to the New River, and State Road 7 on the west.

ANNEXATION AREA III

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Rock Island	2nd Wednesday	918
The area north of NW 19 th Street to NW 26 th Street, NW 31 st Avenue on the west and corporate limits on the east.		
2) Twin Lakes North	3rd Wednesday	289
The area north of West Prospect Road to corporate limits on the north, and the area contained within corporate boundaries on the west and east.		

2.04 Warranty of Usage

The quantity of residential accounts listed above and in the line items cost boxes are approximate and is subject to annual adjustment not to exceed 1%. No warranty is given or implied that this is the exact number of residents to be serviced. The contractor is expected to fulfill the City's needs as they arise.

2.05. Pick-up Locations

The Solid Waste Division provides Bulk Trash Collection service to residential customers of one to three living units. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must possess the necessary resources to service the awarded service areas.

Bulk Trash will be placed directly in front of the residence. Combining trash piles with a neighbor is not acceptable since the maximum limit per address is 10 cubic yards. All discarded items must come from the property. No imported trash is accepted. Alley service is not provided.

The majority of customers place their Bulk Trash items roadside on the swale. However, in some locations, bulk piles may be placed to the rear of the sidewalk on private property due to the narrow right of way. In the event that bulk trash or vegetative waste is placed under electrical wires, trees or other conditions restricting access, preventing the use of a vehicle with mechanical loading capability, collection will be by means of a rear-load collection vehicle.

Every effort is made to provide collection service to the customer. Due to the lack of space, there may be a few locations where the City and residents have agreed to non-conforming

INVITATION TO BID (ITB) 623-10995 BULK TRASH COLLECTION SERVICES

pickup service. Several residents may combine their items and place them in a predetermined location for collection. However, this arrangement is closely monitored to ensure program compliance and cubic yard limits. Route Supervisor is expected to work with customers in reference to trash pile placement in order to ensure service is provided.

All residential customers serviced by the City will be entitled to Bulk Trash collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc. the Contractor will make every effort to service the customer.

It is strongly suggested that the bidder become familiar with all routes to fully understand the requirements and equipment necessary to provide bulk trash collection to each residential customer. No variation in price or conditions will be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

NOTE: The Contractor will plan accordingly to dispatch sufficient resources to complete the schedule route each day without depending upon next day or a return trip service. (See 2.07 Liquidated Damages)

2.06. Pick-up Policy

- D. Annexed Areas receive the same level of service as all other City of Fort Lauderdale Sanitation customers.
- E. Bulk Trash crews will provide pick-up service once a month on specific days for each neighborhood as scheduled by the City.
- F. Bulk Trash crews will utilize the Clean Sweep method by driving up and down every neighborhood street collecting Bulk Trash material and Clean Yard Waste that is set out by the customer. The Route Supervisor ensures that the service area is left neat and clean after service is completed.
- G. Bulk Trash crews will pick-up a maximum of 10 cubic yards, which is a pile of trash approximately 6 feet wide, 15 feet long and 3 feet high or equal to the size of a full-size automobile. Anything more than 10 cubic yards will not be pick-up and a flyer will be left on the door explaining **why** the service was not completed. The Route Supervisor will notify Customer Service of any service problem before route completion. There is no weight limit for bulk trash items or vegetative material.
- H. Estimates for Oversized Piles: Customers who set out an excess of 10 cubic yards will be left a flyer on the door. Customer may request an estimate for overage and may schedule a special pick-up by calling the City of Fort Lauderdale's Customer Service 24-hour line at 954-828-8000. (See Special Pick-up section 2.08)
- I. Household Items and Appliances: Examples of items accepted: Furniture, glass will be wrapped or secured for safe handling, carpet, mattresses, toys, jacuzzi, bicycles, refrigerators, air-conditioner units, hot water heaters, stoves, washers and dryers will be accepted. Appliances require special handling for recycling. They should be empty and

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placed next to any yard waste pile for pick-up. Appliances containing Freon gas will be pick up and transported to a recycling facility at no additional cost.

- J. Clean Yard Waste: All yard waste piles must be "clean" (free of other waste) and piled separately. Tree trimmings, hedge cuttings, palm fronds and wood products without nails. Limbs up to 6 feet long and up to 6 inches in diameter are accepted. Bundling or tying is not required, however leaves must be bagged and placed in a separate yard waste pile. If the customer has moderately commingled bulk trash and vegetative waste, the Contractor will separate the bulk trash from the vegetative waste and collect the material separately.
- K. Construction Debris; Construction debris from small home improvement projects including wood scraps, cut up plywood, doors, cabinets, sinks and toilets is accepted. Small amounts of concrete, sand, bricks, tile and roofing material are accepted, if secured in a box that weighs less than 25 pounds. No more than four boxes will be accepted from one account. Items also accepted are four pieces of sheet rock cut into 4-foot lengths, four sections of wood fence, galvanized fence with a limit of four poles with concrete base and a 50-foot roll of chain link fence and two gates.

Note: For major renovation projects, the homeowner or builder is responsible for construction debris disposal via large on-site dumpsters or contract with a removal service.

L. Miscellaneous Items

Boats – cut in 6-foot sections
Railroad ties – limit four ties
Rims and/or tires – limit four each
Other – please call 954-828-8000

M. Materials **Not** Accepted

Automotive batteries and vehicle parts
Dead animals
Gas and propane tanks
Items more than 6 feet in length or more than 6 inches in diameter
Engines such as lawn mower, boat, automobile, etc
Sand, rock, brick, concrete
Tree stumps
Trash mixed with construction debris, hazardous waste, concrete, rock, sand and yard waste.
Hazardous waste – paint, gas or oil, chemicals.

(Note: refrigerators and a/c units containing freon gas are not considered hazardous waste under this contract and will be accepted)

- N. Customers are instructed to place Bulk Trash at curb or swale by 7:00 a.m. of the scheduled pick-up day, but no earlier than 24 hours in advance of that day.
- O. Misses & Late Set Outs: There will be no Contractor claim of misses or late set outs on the bulk trash route.

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- P. The Route Supervisor is responsible to ride through the neighborhood to ensure that all collections have been completed each day. Crews will return to an address, if necessary, to provide service for the customer.
- Q. Clean up: The roadway and swale, including private property pick-up area if applicable, will be free of trash and debris and left in a neat and clean appearance. Swales are to be raked and the Contractor will clean the street with a handheld gas blower or broom after collection service.
- R. The Contractor will not accept fees or gratuities from City customers for services performed under this contract.

2.07. Special Pick-ups

This section is provided to bidders for information purposes only. The City performs the service described.

Customers, who can't wait for their pick-up day, may schedule a special pick-up by calling the City of Fort Lauderdale's Customer Service 24-hour line at 954-828-8000. The minimum pick-up charge is \$160.00 for up to 10 cubic yards, plus \$13.00 for each additional yard. A City representative will measure the trash pile to determine the cubic yardage and price. Written quotes are provided within 48 hours upon request and the fee includes the appointment, labor, equipment and disposal charges. The customer will provide a check payable to the City of Fort Lauderdale. Cash is not accepted. The cost estimate will be adjusted if additional items are added to the pile after measurement. Service is provided by city crews once payment is received.

2.08. Code Pile Pick-ups

This section is provided to bidders for information purposes only. The City performs the service described.

The City will provide Code Pile pick-up. Currently the Sanitation Division provides service Monday through Friday. The City is very committed to keeping neighborhoods safe and clean. Therefore it is unlawful to place trash or cause trash to remain on the public right of way 24 hours before bulk pick-up or after pick-up. Code Inspectors are responsible to ride the neighborhoods and distribute bulk trash information in order to assist the residents with their disposal options. Failure of the property owner to remove debris will result in a citation being issued by the City. After 48 hours, Community Inspections will prepare a Code Pile List in time for the next scheduled Code Pile route. This list will contain addresses located citywide. A City Sanitation Crew will respond to the address and take a digital photo of the trash pile as a "before shot" and after pick-up take a second photo as an "after shot". The current Code Compliance fee for this service is \$240.00 for up to 10 cubic yards plus \$13.00 for each additional yard.

2.09. Community Service Pick-ups

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At the City's request, the Contractor will provide up to six (6) bulk pick-ups per month not to exceed 10 cubic yards at no additional charge. Pick-ups in excess of 6 per month or for volumes exceeding 10 cubic yards may be billed to the City on the monthly invoice at the special pick-up rates previously listed in paragraph 2.08 above. To track these requests, the Contractor will list community service pick-ups on the monthly invoice indicating the address, number of yards, and any charges if applicable.

Photos are not required. The City will record Community Service requests with Customer Service showing who ordered the service. It is recommended that the Route Supervisor keep a monthly record of such requests to support any claim of additional monetary charges to be paid by the City.

2.10. Disaster Services

In the event of a disaster such as a hurricane, the contractor will be expected to continue with bulk trash collection service until a Hurricane Warning is declared or until the Contract Administrator and Contractor agree that service will be suspended due to safety conditions. At the present time, the City disaster plan calls for the Contractor to resume and continue the bulk trash collection schedule as soon as safely possible after the disaster. However, under emergency situations, the City reserves the right to cancel contracted services in order to comply with FEMA debris management guidelines. The Contractor will not be paid for cancelled services. The City has a pre-disaster contract in place to provide emergency resources and has pre-assigned routes to assist in disaster debris removal. If the Contractor experiences a large increase in debris volume because of an unusual condition or due to the magnitude of the disaster or the contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments or additional duties clause. In general, **NO** additional compensation will be approved for occasional windstorms or poor weather conditions resulting in a heavy route for materials of up to ten cubic yards outside the "State of Emergency" declaration. Contractor will be responsible to document and sustain any claims with disposal tickets, added payroll expense or equipment charges to support additional compensation.

The City has retained the services of Crowder Gulf (1-800-992-6207) for emergency debris management work. Contractor is encouraged to contact Crowder Gulf for sub-contracting debris removal services.

2.11. Permits, Taxes, Licenses, Franchise Fees

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

The City's Franchise Fee will apply to this contract.

Per Section 24-69 licensed collectors shall pay the city (17) percent franchise fee for collection services within the city. The franchise fee will be assessed on the total amount of the annual contract. Franchise fees are due and payable to the city by the twentieth calendar day of the month following the month within which such services were provided. Payment shall be mailed to the City-Attention Finance Director 100 North Andrews Avenue Fort Lauderdale, Florida 33301.

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2.12 Disposal of Bulk Trash

- A. The Contractor will **NOT** pay disposal fees at any disposal site. These fees will be paid directly by the City.
- B. Contractor will collect and transport Bulk Trash material and Clean Yard Waste to a disposal facility selected by the City within Broward County, Florida. Contractor may be required to use multiple facilities. For reference purposes, the following disposal facilities have contracted to accept Bulk Trash program material in the past. Currently Delta and Envirocycle are contracted to accept bulk trash material.
- 1) Central Sanitary Landfill & Recycling Center, 3000 NW 48th Street Pompano Beach, Florida 33073.
 - 2) Envirocycle, Inc., 849 SW 21st Terrace Fort Lauderdale, Florida 33312.
*This is the current disposal facility for clean yard waste.
 - 3) Delta, 1951 N Powerline Road. Pompano Beach, Florida 33069.
*This is the current disposal facility for bulk trash.
 - 4) Delta, 3250 Fields Road. Davie, Florida 33314
 - 5) Sun Recycling, 3251 SW 26th Terrace Dania Beach, Florida 33312.

NOTE: When the Contractor utilizes recycling facility Envirocycle located at 849 SW 21st Terrace Fort Lauderdale, FL 33312 all vehicle ingress and egress will be from Davie Boulevard only. Vehicle traffic entering or exiting via Broward Boulevard is prohibited.

- C. Contractor will participate in the continuing success of the City's Yard Waste Recycling program by collecting Clean Yard Waste from customers. The collection vehicles will clearly be marked with two removable signs that states "Clean Yard Waste Only" and these signs will be on both sides of the trucks and large enough to be seen by customers. Contractor will dedicate one GREEN truck and at minimum will collect at least one load of Clean Yard Waste per route. This will be monitored on a weekly basis with Contractor to ensure compliance with program. Contractor will pay 100 percent of total disposal cost for contaminated Yard Waste loads that are not accepted at the lowest rate by the recycling facility and cost will be deducted from monthly invoice. Clean Yard Waste is accepted at the disposal facility at a reduced rate and recycled, resulting in resource recovery and cost savings to City customers.
- D. The Contractor will provide the City with vehicle numbers in order for the City to establish billing accounts with the disposal sites.

2.13. Management

- A. The City's Sanitation Division takes great pride in, and is strongly committed to, offering a high level of customer service to our residents. All Sanitation Contractors are expected and required to offer our customers a matching level of quality service.
- B. Contractor will be responsible for the Bulk Trash Collection service to the annexation areas. Contractor will plan, organize and direct resources to successfully collect and recycle bulk trash, including a yard waste separation program, and ensure a high level of customer satisfaction, at the lowest possible cost to the City.

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BULK TRASH COLLECTION SERVICES

- C. Resources: Contractor will furnish and supply sufficient resources to complete the schedule route on the designated route day and within the time period specified for daily operations. There will be no next day return trips to retrieve white goods, tires, large piles, etc. (see Liquidated Damages 2.07)
- D. Public Information: The City of Fort Lauderdale will be responsible for all costs to create, develop and distribute program information for customer use, to the extent as needed, to ensure customer satisfaction and a successful program. This may include door hangers, special pick-up receipts, an annual brochure, and articles for publication, public presentations and other related activities.
- E. Route Supervisor: Contractor will assign a full time Route Supervisor on scheduled service days to be on the route supervising crews and handling customer's complaints. Supervisor shall be available from 7:00 a.m. to 5:00 p.m. Supervisor is expected to respond immediately to complaints and successfully resolve complaints by the end of the shift. It is recommended that the Contractor assign the Route Supervisor for a minimum of twelve months in order to facilitate training, attend weekly meetings, and to guarantee contractor performance.
- F. Customer Service: Contractor's "Route Supervisor" will receive e-mail work requests from the City's 24 Hour Customer Service Center. A computer system will be used to track and record service requests, and provide information to the Route Supervisor.
- G. Route Supervisor is required to distribute door hangers and program brochures in areas of responsibility, when applicable, for customer service purposes, and the ability to establish and maintain effective relationships with elected officials, the city manager and staff, and the public is required.
- H. Supervisor will be available to respond immediately to collection issues by e-mail via a cellular phone or laptop computer with wireless Internet access card. Route Supervisor shall have a cellular phone to immediately return phone calls directly to customers and City. Contractor will provide the City with the Route Supervisor's cellular phone number so contact can be made directly when required.
- I. Route Supervisor will be in company uniform and carry company identification credentials and utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.
- J. Route Supervisor will ensure collections are completed each day as scheduled and all streets and swales are clean and free of debris. The Route Supervisor will send an e-mail by 6:00 p.m. to the City at the end of each route verifying route completion. Supervisor will also make every effort to communicate with residents on the route to promote program compliance.
- K. Route Supervisor will be required to attend weekly Sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, and provide input and share information to ensure delivery of quality service.

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BULK TRASH COLLECTION SERVICES**

- L. Route Supervisor will be responsible to account for all disposal tickets and supply them to the City for reconciliation of disposal charges on a weekly basis.
- M. Employees: Collection employees will wear a uniform or shirt bearing the company's name during operations. Employees will treat all customers in a polite and courteous manner. Employees will not accept or solicit gifts or gratuities from City customers during the performance of their duties. Scavenging is strictly prohibited.
- N. Vehicles: The Contractor's name and office telephone number will be properly displayed on all collection vehicles. Collection vehicles will be well maintained and clean in appearance.
- O. Spillage: The Contractor will not litter or cause any spillage to occur upon the premise, roadway, or right-of-way where the collections may occur. During hauling, all material will be contained, enclosed or covered so that any leaking, spilling, and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor will immediately clean up all spillage and leakage at no additional cost to the City. All driver's shall be instructed to immediately stop their vehicle to avoid "fluid trails" on neighborhood streets. Failure of the Contractor to timely respond and perform the associated cleanup may result in Liquidated Damages 2.07(b).
- P. Billing: The City will bill customers for bulk waste collection service and pay the Contractor on a monthly purchase order (PO) upon receipt of invoice. Invoices will be provided to the City within 30 days after the completion of monthly service. Invoice shall be mailed to the City-Attention Finance Director 100 North Andrews Avenue Fort Lauderdale Florida 33301.
- Q. Weight Tickets: Weight tickets are required for the City to pay disposal fees. The Route Supervisor will turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor will pay all costs associated for duplicate scale house weight tickets. The current price is \$3.00 per ticket. After notifying the Contractor to replace missing tickets within 5 business days, the City will order duplicates and the cost will be deducted from the Contractor's monthly invoice. The City reserves the right to charge administrative overhead if missing tickets become a continuous problem.

R. TARE WEIGHTS

The City Auditor has requested that vehicle TARE weights, which are used by material receiving facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the city by weighting each collection vehicle in & out three times and record the information on the City's TARE WEIGHT REPORT. The City and the disposal facility will use the average TARE weight to validate disposal charges.

2.14. Days and Hours of Service

The days of service will be Monday through Friday, 7:00 A.M. to 6:00 P.M.

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2.15. Holidays

Make up Day: Bulk Trash collection will be provided on all holidays excluding Christmas day. If Christmas day falls on Monday, Tuesday, Wednesday, Thursday, or Friday then service for that route will be scheduled on the Saturday after Christmas.

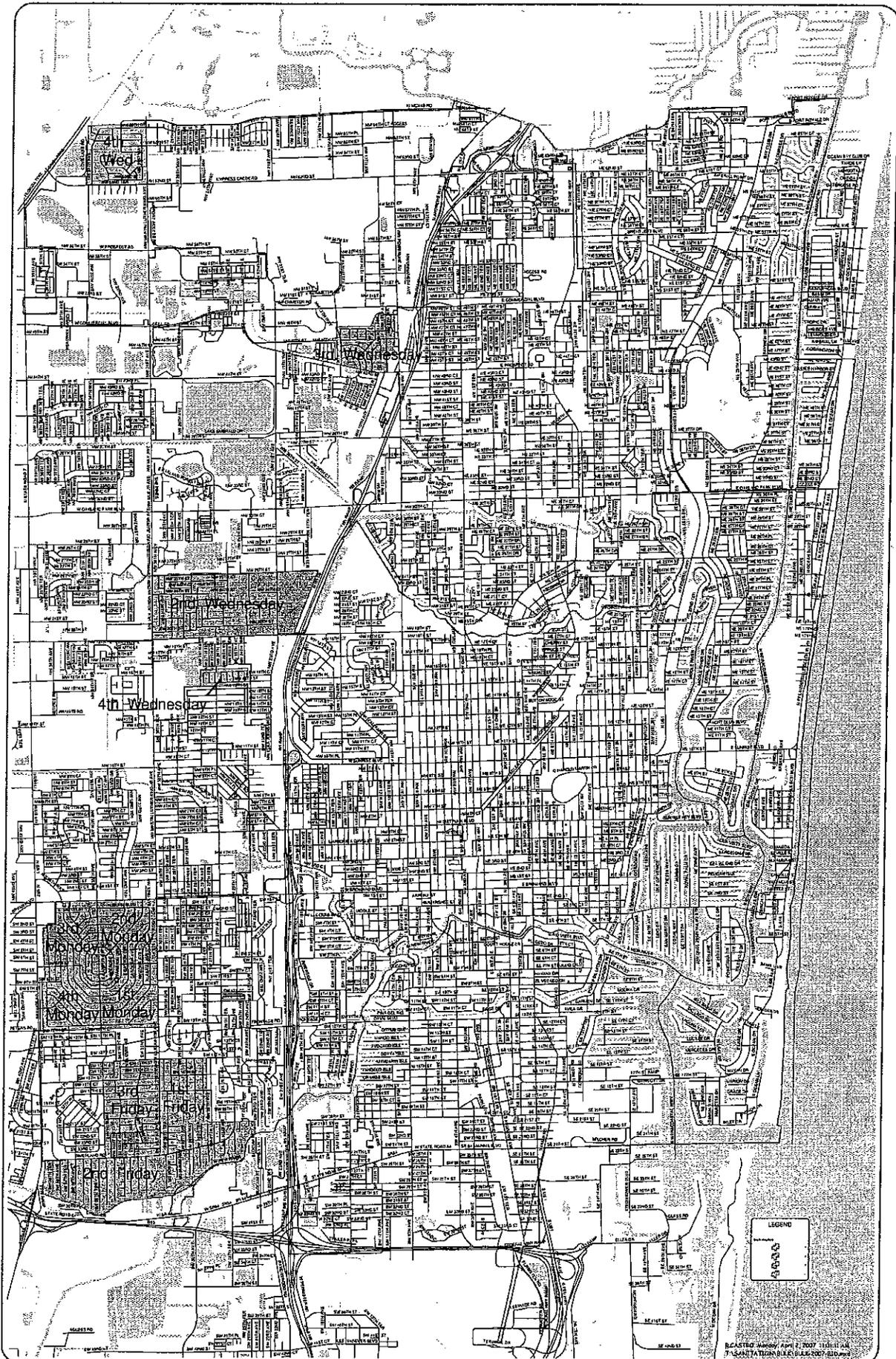
2.16. Damage To Public or Private Property

Extreme care will be taken to safeguard all existing facilities, site amenities, landscaping, sod, irrigation systems, roadway asphalt, driveways, vehicles, overhead wires, etc. on or around the service areas or other areas traveled by the Contractor in performance of the contract. Damage to public and/or private property will be the responsibility of the Contractor and will be repaired and/or replaced in a timely manner at no additional costs to the City. Failure to repair and/or replace property damaged by the Contractor in a timely manner will be grounds for termination of the contract.

PUBLIC WORKS

CITY OF FORT LAUDERDALE SANITATION

BULK PICK-UP



Questionnaire

Please print or type:

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

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

2. Number of years experience the proposer has had in providing similar services:
 Years

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

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



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

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity

formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

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

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, 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 Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

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

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

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to

be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve 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 stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

SAMPLE

ATTACHMENT A

**AGREEMENT FOR
(TITLE)**

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

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

WITNESSETH:

I. DOCUMENTS

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

- (1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") (or "Exhibit A").
- (2) Response to the RFP/ITB, dated _____ ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated _____, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

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

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount,

however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

Limits: Bodily injury \$250,000 each person,

	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions) -- "IF REQUIRED IN BID SPECS"

Consultants

Limits:	\$2,000,000 per occurrence
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Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

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

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other

legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

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

AA. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ as (title): _____ for _____ (Contractor name), a _____ corporation.

(SEAL)

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

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

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by:
(Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration)

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

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

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

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

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11



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

ADDENDUM NO. 1

ITB 623-10995
BULK TRASH COLLECTION SERVICES

ISSUED May 21, 2012

1. This addendum is being issued to make the following change:
 - a. Delete the word "Annexation" from each Bid Item and clarify description to state desired price is monthly for 12 months.
 - b. Add Bid Item 12, Annual Franchise Fee
 - c. Revise ITB PART I, Section 21 Insurance, to delete Professional Liability (Errors and Omissions) insurance coverage.
 - d. Revise ITB PART II, Section 2.03 to delete the word "ANNEXATION" from AREAS I, II AND III.
 - e. Revise ITB PART II, Section 2.05, 3rd paragraph, last sentence to add "or other types of vehicles" to end of sentence.
 - f. Add Bulk Trash Tonnage FY10/11 document
 - g. Add Pre-bid Meeting sign-in sheet

2. The opening date of this Invitation to Bid has been changed to **WEDNESDAY, JUNE 6, 2012 AT 2:00 p.m.**

3. All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

BULK TRASH TONNAGE FY10/11				
			YW Tons	Mixed Tons
Area I	Palm Aire	4th Wednesday	70.91	167.52
	Golden heights	4th Wednesday		
Area II	Melrose	1st Monday	144.61	312.27
	Melrose	2nd Monday	125.23	255.16
	Melrose	3rd Monday	68.17	156.74
	Melrose	4th Monday	85.72	173.53
	Chula Vista	1st Friday	174.65	257.11
	Riverland Village	2nd Friday	174.02	223.67
	Lauderdale Isles	3rd Friday	131.99	222.8
Area III	Rock Island	2nd Wednesday	51.14	290.51
	Twin Lakes North	3rd Wednesday	49.71	90.03
			1076.15	2149.34

PRE-BID MEETING
ATTENDANCE SIGN-IN FORM

DATE: May 16, 2012

TIME: 9:00 A.M.

RFP NO: 623-10995

OPENING DATE: May 30, 2012

RFP TITLE: Bulk Trash Collection Services

PROCUREMENT SERVICES DEPARTMENT CONTACT: Rick Andrews

NAME	COMPANY	PHONE	EMAIL
Rick Andrews	City	954 357 1557	randrews@fortlauderdale.gov
JOHN ALBERT	WASTE MANAGEMENT	954-984-2067	JALBERT@WM.COM
JOE PEPITONE	Waste Services Inc. WASTE SERVICES OF FLORIDA, INC	954-486-6127	JPEPITONE@WSI.US
BERT LUER	INTERCITY DISPOSAL	786-367-1680	BERTLUER@AOL.COM
BERNARDO VALLE	WSI	786-715-8905	BValle@WSI.US
AL PARRARELLA	PARRARELLA WASTE	877-720-9594	ALPARRARELLA@PARRARELLAWASTE.COM
Bruce Allen	SWS	954-214-3410	ballen@SWS.COM
Carlos Verney	Choice Environmental	954-797-7974	averney@choice.waste.com
TOM ERODI	CHOICE ENVIRONMENTAL	954-288-1959	TERODI@CHOICEWASTE.COM
Amy Stagle	Ft. Lauderdale	954-828-5341	

Question and Answers for Bid #623-10995 - Bulk Trash Collection Services

OVERALL BID QUESTIONS

Question 1

Will you be posting the sign in sheet from the pre-bid meeting? (Submitted: May 18, 2012 2:22:11 PM EDT)

Answer

- Yes, next week (Answered: May 18, 2012 3:48:42 PM EDT)

Question 2

Is the \$ per unit price to be entered for 12 monthly collections, instead of the previous request of a per monthly collection? Is the price per unit to include franchise fee?

Is the franchise fee lump sum added to the total bid amounts for items 1 thru 11 to arrive at the final total bid sum?, which will determine the ranking. (Submitted: May 30, 2012 10:47:49 AM EDT)

Answer

- ITB requested line item prices have been revised, IE: ENTER A PER UNIT PRICE FOR 12 MONTHLY COLLECTIONS IN ACCORDANCE WITH ITB PART II - SCOPE OF SERVICES.

(EXAMPLE \$1.00 X 12 MONTHS = \$12.00 BID PRICE)

No, 17% annual franchise fee is to be inserted in bid item 12

Yes, the 17% annual franchise fee lump sum is added to the total bid amounts for items 1 thru 11 to arrive at the final total bid sum.

The total bid price including the 17% annual franchise fee line item will determine the lowest bid amount.

YOU MUST DOWNLOAD AND COMPLETE THE REVISED BID PACKET FROM BIDS SYNC IF YOU SUBMIT YOUR BID BY HARD COPY PER ITB REQUIREMENTS. (Answered: May 30, 2012 11:13:49 AM EDT)

623-10995--01-12 - ANNUAL FRANCHISE FEE

Question 1

Can Contractors propose to offer their own disposal facility location and price separate from the pricing requested in the bid? (Submitted: May 23, 2012 11:46:12 AM EDT)

Answer

- The City is not considering additional disposal sites at this time, however bidders may submit an alternate bid, which may or may not be considered. (Answered: May 23, 2012 2:54:36 PM EDT)

Question 2

Please confirm if the franchisee fee will be 17% or will it be assessed as a fee on fee? (Submitted: May 23, 2012 11:46:34 AM EDT)

Answer

- Franchise fee will be 17%. Please refer to Addendum No. 1 (Answered: May 23, 2012 2:54:36 PM EDT)

Question 3

What is the procedure for submitting attachments? (Submitted: May 25, 2012 10:12:22 AM EDT)

Answer

- Attachments to your bid response are uploaded to BidSync. You may contact BidSync for instructions on how to upload attachments. (Answered: May 25, 2012 10:43:18 AM EDT)

Question 4

What is the per month rate that the current hauler is charging the City of Fort Lauderdale for each resident?

What is the per month rate that the City of Fort Lauderdale is charging each resident? (Submitted: May 29, 2012 10:22:24 AM EDT)

Answer

- \$8.75 per unit per month (Answered: May 29, 2012 10:39:53 AM EDT)

Question 5

Is the 8.75 per unit what is charged to the city?

Who is the current service provider?

who pays disposal? (Submitted: May 30, 2012 9:50:23 AM EDT)

Answer

- \$8.75 per unit per month is what is charged to the City

Waste Management Inc. of Florida is the current service provider

The City pays disposal costs (Answered: May 30, 2012 10:22:31 AM EDT)

Question 6

who is current service provider? (Submitted: May 30, 2012 9:51:17 AM EDT)

Answer

- See answer to question 5 (Answered: May 30, 2012 10:22:31 AM EDT)

Question 7

who pays disposal costs, city or contractor (Submitted: May 30, 2012 9:51:48 AM EDT)

Answer

- See answer to question 5 (Answered: May 30, 2012 10:22:31 AM EDT)

Choice Environmental Services of Broward, Inc.

Bid Contact **Carlos Verney**
cverney@choicewaste.com
Ph 954-797-7974

Address **2860 State Road 84, Suite 103**
Fort Lauderdale, FL 33312

CONTRACT COPY

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
623-10995--01-01	AREA I PALM AIRE WEST	Supplier Product Code:	First Offer - \$39.48	535 / each	\$21,121.80	Y	Y
623-10995--01-02	AREA I GOLDEN HEIGHTS	Supplier Product Code:	First Offer - \$39.48	148 / each	\$5,843.04	Y	Y
623-10995--01-03	AREA II MELROSE PARK	Supplier Product Code:	First Offer - \$39.48	493 / each	\$19,463.64	Y	Y
623-10995--01-04	AREA II MELROSE PARK	Supplier Product Code:	First Offer - \$39.48	486 / each	\$19,187.28	Y	Y
623-10995--01-05	AREA II MELROSE PARK	Supplier Product Code:	First Offer - \$39.48	430 / each	\$16,976.40	Y	Y
623-10995--01-06	AREA II MELROSE PARK	Supplier Product Code:	First Offer - \$39.48	483 / each	\$19,068.84	Y	Y
623-10995--01-07	AREA II CHULA VISTA	Supplier Product Code:	First Offer - \$39.48	510 / each	\$20,134.80		Y
623-10995--01-08	AREA II RIVERLAND VILLAGE	Supplier Product Code:	First Offer - \$39.48	853 / each	\$33,676.44		Y
623-10995--01-09	AREA II LAUDERDALE ISLES	Supplier Product Code:	First Offer - \$39.48	789 / each	\$31,149.72		Y
623-10995--01-10	AREA III ROCK ISLAND	Supplier Product Code:	First Offer - \$39.48	918 / each	\$36,242.64		Y
623-10995--01-11	AREA III TWIN LAKES NORTH	Supplier Product Code:	First Offer - \$39.48	289 / each	\$11,409.72		Y
623-10995--01-12	ANNUAL FRANCHISE FEE	Supplier Product Code:	First Offer - \$39,826.63	1 / lump sum	\$39,826.63		Y

Supplier Total **\$274,100.95**

Choice Environmental Services of Broward, Inc.

Item: **AREA I PALM AIRE WEST**

Attachments

Certificate of Insurance.pdf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Co. NAIC# 19445-006 INSURER B: National Union Fire Insurance Company of 19445-900 INSURER C: Interstate Fire & Casualty Company 22829-001 INSURER D: New Hampshire Insurance Company 23841-001 INSURER E: Alterra Excess & Surplus Insurance Compan 33189-200 INSURER F:
INSURED Choice Environmental Services, Inc. 2860 State Road 84, Suite 103 Fort Lauderdale, FL 33312	

COVERAGES **CERTIFICATE NUMBER: 17942968** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL4572060	12/10/2011	12/10/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA1469461	12/10/2011	12/10/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 5,000			UM0000148716	12/10/2011	12/10/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	15683876	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			MAX3EC30000047	12/10/2011	12/10/2012	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
See attached for NAMED INSURED(S):

CERTIFICATE HOLDER

City of Fort Lauderdale
 Division of Sanitation
 949 NW 38th St.
 Ft. Lauderdale, FL 33309-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amaris A. Fony

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New Jersey, Inc.		NAMED INSURED Choice Environmental Services, Inc. 2860 State Road 84, Suite 103 Fort Lauderdale, FL 33312	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Choice Environmental Services, Inc.
 Choice Environmental Services of Miami, Inc.
 Choice Environmental Services of Collier, Inc.
 Choice Environmental Services of Ft. Pierce
 Choice Environmental Services of St. Lucie, Inc.
 American Waste LLC
 Choice Environmental Services of Broward, Inc.
 Choice Environmental Services of Miami-Dade, Inc.
 Choice Recycling Services of Broward, Inc.
 Choice Recycling Services of Miami, Inc.
 Choice Recycling, Inc.
 Choice Sanitary Services of Florida Inc.
 Choice Sanitation Inc.
 Earthcare Resource Management of South Florida Inc.
 Eco Waste
 Gulfstream Holdings LP
 Immokalee Disposal Corp.
 Mac Pac Waste and Recycling
 Public Waste
 United Environmental Services of South Florida
 Choice Environmental Services of Highlands County, Inc.
 Lee County Realty Holdings, LLC
 Swisher Hygiene, Inc., as parent to Choice companies only
 Choice Environmental Services of Lee County, Inc
 Choice Environmental Services of Highlands County, Inc
 Choice Environmental Services of Central Florida, Inc.
 Choice Environmental Services of Georgia, Inc.
 Choice Realty Holdings, LLC

Choice Environmental Services of Broward, Inc.

Item: **AREA I GOLDEN HEIGHTS**

Attachments

Addendum No. 1 - Signed.pdf



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

ADDENDUM NO. 1

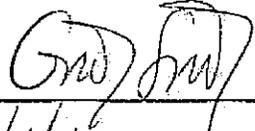
ITB 623-10995
BULK TRASH COLLECTION SERVICES

ISSUED May 21, 2012

1. This addendum is being issued to make the following change:
 - a. Delete the word "Annexation" from each Bid Item and clarify description to state desired price is monthly for 12 months.
 - b. Add Bid Item 12, Annual Franchise Fee
 - c. Revise ITB PART I, Section 21 Insurance, to delete Professional Liability (Errors and Omissions) insurance coverage.
 - d. Revise ITB PART II, Section 2.03 to delete the word "ANNEXATION" from AREAS I, II AND III.
 - e. Revise ITB PART II, Section 2.05, 3rd paragraph, last sentence to add "or other types of vehicles" to end of sentence.
 - f. Add Bulk Trash Tonnage FY10/11 document
 - g. Add Pre-bid Meeting sign-in sheet
2. The opening date of this Invitation to Bid has been changed to **WEDNESDAY, JUNE 6, 2012 AT 2:00 p.m.**
3. All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

Company Name: Choice Environmental Services of Broward, Inc.
(please print)

Bidder's Signature: 

Date: 6/1/12

Choice Environmental Services of Broward, Inc.

Item: **AREA II MELROSE PARK**

Attachments

Broward County Tax Receipt-CESB.pdf

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 — 954-831-4000
VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

DBA:

Business Name: CHOICE ENVIRONMENTAL SERVICES OF BROWARD

Receipt #: 329-30763
Business Type: ALL OTHERS (SOLID WASTE/RECYCLING COLLECT)

Owner Name: CHOICE ENVIRONMENTAL SERVICES OF BROWARD
Business Location: 3101 NW 16 TERR
POMPANO BEACH
State/Country/Cert/Reg: FL
Exemption Code:

Business Phone: 954-349-4735

Rooms: _____ **Seats:** _____ **Employees:** 1 **Machines:** _____ **Professionals:** _____

For Vending Business Only

Number of Machines:		Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:

CHOICE ENVIRONMENTAL SERVICES OF BR
3101 NW 16 TERR
POMPANO BEACH, FL 33064

Receipt # 15B-11-00001517
Paid 12/21/2011 36.30

2011 - 2012

Choice Environmental Services of Broward, Inc.

Item: **AREA II MELROSE PARK**

Attachments

City of Pompano Beach Business Tax Receipt-CESB.pdf



City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

12 - 00062670

2011-2012

NEW

RENEWAL

OWNER

WINDICE ENVIRONMENTAL SVCS INC

DATE ISSUED

9/01/11

ACCOUNT NO.

442711

REGISTRATION FEE

115.76

BUSINESS NAME

WINDICE ENVIRONMENTAL SERVICES

DELINQUENT CHG.

.00

LOCATION

1001 NW 16 TE

TRANSFER FEE

.00

CLASSIFICATION

OFFICE-SUBSISTIVE

TOTAL AMOUNT PAID

115.76

EFFECTIVE DATE

OCTOBER 1

EXPIRATION DATE

SEPTEMBER 30

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS BUSINESS TAX RECEIPT TO PUBLIC VIEW AT BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.



City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

12 - 00062677

2011-2012

NEW

RENEWAL

OWNER

WINDICE ENVIRONMENTAL SVCS INC

DATE ISSUED

9/01/11

ACCOUNT NO.

442711

REGISTRATION FEE

115.76

BUSINESS NAME

WINDICE ENVIRONMENTAL SERVICES

DELINQUENT CHG.

.00

LOCATION

1001 NW 16 TE

TRANSFER FEE

.00

CLASSIFICATION

STORAGE YARD

TOTAL AMOUNT PAID

115.76

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OCTOBER 1

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Choice Environmental Services of Broward, Inc.

Item: **AREA II MELROSE PARK**

Attachments

Audited Financial Statement.pdf

**CHOICE ENVIRONMENTAL
SERVICES, INC. AND
SUBSIDIARIES AND AFFILIATE**

**Consolidated Financial Statements
and Supplemental Schedules**

December 31, 2010 and 2009

**Kreischer
Miller**
People • Ideas • Solutions

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**
December 31, 2010 and 2009

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100 Wilmer Road, Suite 350, Horsham, PA 19043-2369
215-441-4600 • Fax: 215-672-8224 • www.kmco.com

Independent Accountants' Review Report

The Stockholders
Choice Environmental Services, Inc.
and Subsidiaries and Affiliate
Ft. Lauderdale, Florida

We have reviewed the accompanying consolidated balance sheets of Choice Environmental Services, Inc. and Subsidiaries and Affiliate as of December 31, 2010 and 2009, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the three months then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the reviews in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our reviews were made for the purpose of expressing limited assurance that there are no material modifications that should be made to the basic financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The consolidating information included in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the reviews of the basic financial statements and we did not become aware of any material modifications that should be made to such information.

Horsham, Pennsylvania
March 14, 2011

Audit & Accounting | Tax Strategies | Business Advisory | Technology Solutions | Human Capital Resources

Member of The Leading Edge Alliance

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Consolidated Balance Sheets
December 31, 2010 and 2009
(See Accountants' Review Report)**

	2010	2009
ASSETS		
Current assets:		
Cash	\$ 428,264	\$ 415,422
Accounts receivable, net	6,141,132	4,732,050
Inventories	247,570	302,165
Prepaid expenses	782,772	576,475
Deposits	144,697	270,108
Deferred tax asset	181,222	203,808
Total current assets	7,925,657	6,500,028
Property and equipment, net	28,568,958	20,188,469
Goodwill	13,957,814	13,475,314
Intangible assets, net	3,250,677	3,545,689
Notes receivable, related party	352,159	-
Deferred financing costs, net	1,490,716	190,000
	\$ 55,545,981	\$ 43,899,500
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Line of credit	\$ 5,747,726	\$ 13,582,330
Current portion of long-term debt	3,875,125	16,944,194
Current portion of notes payable to related parties	77,542	68,814
Current portion of capital lease obligations	25,552	23,616
Accounts payable and accrued expenses	4,970,278	3,315,152
Total current liabilities	14,696,223	33,934,106
Long-term liabilities:		
Long-term debt, net of current portion	32,568,355	1,559,606
Notes payable to related parties, net of current portion	1,227,219	1,304,268
Capital lease obligations, net of current portion	8,964	34,518
Deferred tax liability	1,065,720	511,722
	34,870,258	3,410,114
Stockholders' equity	5,979,500	6,555,280
	\$ 55,545,981	\$ 43,899,500

See accompanying notes to consolidated financial statements.

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Consolidated Statements of Operations
Three Months Ended December 31, 2010 and 2009
(See Accountants' Review Report)**

	2010	%	2009	%
Revenue	\$ 15,654,862	100.0 %	\$ 11,227,644	100.0 %
Cost of sales	11,387,460	72.7	8,555,081	76.2
Gross profit	4,267,402	27.3	2,672,563	23.8
Operating expenses	2,860,077	18.3	1,542,284	13.7
Income from operations	1,407,325	9.0	1,130,279	10.1
Other expenses:				
Interest and other, net	930,738	6.0	381,717	3.4
Net income	476,587	3.0 %	748,562	6.7 %
Net loss attributable to noncontrolling interest in VIE	5,234		-	
Net income attributable to Choice Environmental Services, Inc. and Subsidiaries	\$ 481,821		\$ 748,562	

See accompanying notes to consolidated financial statements.

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Consolidated Statements of Changes in Stockholders' Equity
Three Months Ended December 31, 2010 and 2009
(See Accountants' Review Report)**

	Common Stock	Series A Preferred Stock	Series B Preferred Stock
Balance, September 30, 2009	\$ 2,092	\$ 1	\$ 2,191
Net income	-	-	-
Balance, December 31, 2009	2,092	1	2,191
Balance, September 30, 2010	900	1	2,191
Net income	-	-	-
Recapitalization of shares	(900)	227	(68)
Distributions	-	-	-
Balance, December 31, 2010	\$ -	\$ 228	\$ 2,123

See accompanying notes to consolidated financial statements.

Additional Paid-In Capital	Retained Earnings	Noncontrolling Interest in VIE	Total
\$ 5,383,378	\$ 419,056	\$ -	\$ 5,806,718
-	748,562	-	748,562
5,383,378	1,167,618	-	6,555,280
5,176,147	1,519,290	(2,803)	6,695,726
-	481,821	(5,234)	476,587
741	-	-	-
-	(1,192,813)	-	(1,192,813)
\$ 5,176,888	\$ 808,298	\$ (8,037)	\$ 5,979,500

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Consolidated Statements of Cash Flows
Three Months Ended December 31, 2010 and 2009
(See Accountants' Review Report)**

	2010	2009
Cash flows from operating activities:		
Net income	\$ 476,587	\$ 748,562
Adjustments to reconcile net income to net cash provided by (used in) operations:		
Depreciation and amortization	1,151,779	885,255
Allowance for doubtful accounts	111,502	15,188
Increase in:		
Accounts receivable	(2,543,700)	(656,153)
Inventories	(8,221)	(106,264)
Prepaid expenses	(324,758)	(234,023)
Deposits	(3,714)	(81,387)
Increase (decrease) in:		
Accounts payable and accrued expenses	(860,652)	369,321
Net cash provided by (used in) operating activities	(2,001,177)	940,499
Cash flows from investing activities:		
Purchases of property and equipment	(807,069)	(3,726,434)
Cash flows from financing activities:		
Repayments of long-term debt and capital lease obligations	(888,497)	(14,178,837)
Proceeds from long-term debt	-	16,383,724
Net proceeds from line of credit	5,180,283	1,127,680
Repayments of notes payable to related parties	(17,852)	(15,844)
Payment of deferred financing costs	-	(190,000)
Issuance of notes receivable, related party	(352,159)	-
Distributions	(1,192,813)	-
Net cash provided by financing activities	2,728,962	3,126,723
Net increase (decrease) in cash	(79,284)	340,788
Cash, beginning of year	507,548	74,634
Cash, end of year	\$ 428,264	\$ 415,422
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ 949,588	\$ 391,503

See accompanying notes to consolidated financial statements.

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)**

(1) Nature of Business

Choice Environmental Services, Inc. and Subsidiaries (the Company) is a solid waste services company that provides collection, disposal and recycling services in the state of Florida.

(2) Principles of Consolidation

The consolidated financial statements include the accounts of Choice Environmental Services, Inc. (Choice) and its wholly-owned subsidiaries, Choice Environmental Services of Miami, Inc. (Miami), Choice Environmental Services of Broward, Inc. (Broward), Choice Recycling Services of Broward, Inc. (Broward Recycling), Choice Environmental Services of Miami-Dade, Inc. (Miami-Dade), Choice Environmental Services of Collier, Inc. (Immokalee), Choice Environmental Services of Highlands County (Highlands), and Choice Environmental Services of Lee County (Lee).

Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 810, *Consolidation*, provides guidance for the financial accounting and reporting of interests in certain variable interest entities. In accordance with FASB ASC 810, the Company must consolidate an entity that receives support from the Company and does not have sufficient financial resources to support its own activities. The Company consolidates Choice Realty Holdings, LLC (Choice Realty or Affiliate), a related party through common ownership, which purchased commercial real estate from the Company in April 2010 and subsequently began leasing the property back to the Company. Management believes there is no exposure to loss as a result of the Company's involvement with Choice Realty.

In addition, Choice has an 80% ownership interest in Choice Recycling Services of Miami, Inc. (Recycling). The noncontrolling interest has not been recorded on the accompanying financial statements because the minority stockholder contributed no capital and the noncontrolling interest is not significant to the consolidated financial statements, as of December 31, 2010 and 2009.

All significant intercompany transactions and balances have been eliminated in consolidation.

(3) Summary of Significant Accounting Policies

Revenue Recognition

The Company recognizes collection, recycling and disposal revenues as the services are provided.

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(3) Summary of Significant Accounting Policies, Continued*Accounts Receivable*

Accounts receivable arise in the normal course of business and are recorded when services are provided to customers. Accounts are charged to the allowance for doubtful accounts as they are deemed uncollectible based on a periodic review of the accounts. The Company performs ongoing credit evaluations of its customers and certain additional collection proceedings but generally does not require collateral. The allowance for doubtful accounts is estimated based on the historical bad debt expense and a review of the accounts receivable at year end. The allowance for doubtful accounts is \$576,175 and \$537,774 at December 31, 2010 and 2009, respectively.

Inventories

Inventories are stated at the lower of cost, using the first-in, first-out method, or market. Inventories primarily consist of finished goods, primarily recycled paper.

Property and Equipment

Property and equipment are recorded at cost. Major renewals and betterments are capitalized; maintenance and minor repairs and replacements that do not improve or extend the lives of the respective assets are expensed currently. Depreciation is recorded using straight line method over the estimated useful lives of the assets, ranging from 2 to 40 years. When properties are retired or otherwise disposed of, the assets and accumulated depreciation accounts are adjusted accordingly and the gain or loss, if any, arising from disposition, is credited or charged to earnings.

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(3) Summary of Significant Accounting Policies, Continued

Goodwill

The Company's goodwill was recorded as a result of the Company's business acquisitions. The Company has recorded these business acquisitions using the purchase method of accounting. The Company tests its recorded goodwill for impairment on an annual basis, or more often if indicators of potential impairment exist, by determining if the carrying value of each reporting unit exceeds its estimated fair value. Factors that could trigger an interim impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the Company's overall business, significant negative industry or economic trends and a sustained period where market capitalization, plus an appropriate control premium, is less than stockholders' equity. During 2010 and 2009 the Company determined that no impairment of goodwill existed because the estimated fair value of each reporting unit exceeded its carrying amount. Future impairment reviews may require write-downs in the Company's goodwill and could have a material adverse impact on the Company's operating results for the periods in which such write-downs occur.

Intangible Assets

The Company has non-compete agreements and customer routes that were acquired in acquisitions. Non-compete agreements are amortized on the straight-line basis over their terms of 5 years. Customer routes are amortized on the straight-line basis over their estimated useful lives of 7 years. Amortization expense for the three months ended December 31, 2010 and 2009 was \$246,243 and \$214,663, respectively.

Intangible assets comprised the following at December 31:

	2010	2009
Non-compete agreements	\$ 1,634,705	\$ 1,492,906
Customer routes	4,015,000	3,925,000
	5,649,705	5,417,906
Accumulated amortization	(2,399,028)	(1,872,217)
	<u>\$ 3,250,677</u>	<u>\$ 3,545,689</u>

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(3) Summary of Significant Accounting Policies, Continued

Intangible Assets, Continued

The estimated amortization for the subsequent five fiscal years is as follows:

Year Ending December 31,	Amount
2011	\$ 899,214
2012	\$ 878,380
2013	\$ 804,366
2014	\$ 562,860
2015	\$ 77,262

Fair Value Measurements

FASB ASC 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(3) Summary of Significant Accounting Policies, Continued

Fair Value Measurements, Continued

Certain assets and liabilities are measured at fair value on a nonrecurring basis. The amounts below represent only balances measured at fair value during the year presented and still held as of the reporting date:

Description	December 31, 2010			
	Total	Level 1	Level 2	Level 3
Acquisition of business:				
Intangible assets	\$ 150,000	\$ -	\$ -	\$ 150,000

Deferred Financing Costs

Deferred financing costs consist of costs incurred with unrelated third parties to obtain debt financing and are amortized over the contractual life of the note in such a way as to result in a constant rate of interest when applied to the outstanding note. Amortization expense on deferred financing costs was \$79,860 for the three months ended December 1, 2010. The estimated amortization for the subsequent five years is approximately \$319,000 through 2014 and \$215,000 in 2015.

Advertising

Advertising costs are expensed as incurred. Advertising expense for the three months ended December 31, 2010 and 2009 was \$41,680 and \$10,735, respectively.

Income Taxes

Deferred income taxes are recorded to include the future tax consequences of differences between the tax bases of assets and liabilities and their financial reporting amounts.

FASB ASC 740, *Income Taxes*, clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements. FASB ASC 740 prescribes a more-likely-than-not recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken. In addition, FASB ASC 740 provides guidance on derecognition, classification, disclosure, and transition.

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(3) Summary of Significant Accounting Policies, Continued***Income Taxes, Continued***

The Company files a federal income tax return and a state return in Florida. With few exceptions, the Company is no longer subject to federal or state income tax examinations by tax authorities for tax years before 2006. It is difficult to predict the final timing and resolution of any particular uncertain tax position. Based on the Company's assessment of many factors, including past experience and judgments about future events, the Company has concluded that there are no material uncertain tax positions and the Company does not currently anticipate significant changes in uncertain tax positions over the next 12 months.

Concentrations of Risk

The Company places its cash with financial institutions and, at times, such balances may be in excess of insurance limits provided by the Federal Deposit Insurance Corporation. Management regularly monitors the financial institutions, along with its balance of cash, and attempts to keep this potential risk to a minimum.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the valuation of goodwill and intangible assets and the estimate of the allowance for doubtful accounts. Actual results could differ from those estimates.

Subsequent Events

The Company has performed an evaluation of subsequent events through March 14, 2011, which is the date the consolidated financial statements were available to be issued.

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(4) Property and Equipment

Property and equipment comprise the following at December 31:

	2010	2009	Estimated Useful Lives
Choice Environmental Services, Inc. and Subsidiaries:			
Land	\$ -	\$ 1,128,119	N/A
Building	-	1,788,867	40 years
Machinery and equipment	9,643,331	8,876,668	2 - 10 years
Vehicles	23,909,488	15,820,810	3 - 10 years
Leasehold improvements	776,553	661,195	3 - 10 years
Office equipment	108,162	75,726	3 - 5 years
Choice Realty:			
Land	1,128,119	-	N/A
Building	1,788,867	-	40 years
	37,354,520	28,351,385	
Accumulated depreciation	(8,785,562)	(8,162,917)	
	<u>\$ 28,568,958</u>	<u>\$ 20,188,468</u>	

Depreciation expense for the three months ended December 31, 2010 and 2009 was \$825,676 and \$670,592, respectively.

(5) Revolving Credit and Term Loans

The Company had a credit facility of \$29,000,000, comprised of a \$13,000,000 Revolving Credit Note (Revolver), a \$3,500,000 equipment loan, a \$10,000,000 term loan, and a \$2,500,000 term loan. The agreement is secured by substantially all the Company's assets, a stock pledge of the Company's shares in each of its subsidiaries, stock pledge agreements from certain stockholders, and an assignment of a life insurance policy. The agreement is subject to a prepayment premium and certain financial ratios and customary covenants as set forth in the agreement.

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)**

(5) Revolving Credit and Term Loans, Continued

In October 2009, the Company refinanced the equipment loan and the \$10,000,000 term loan to increase the credit facility to a \$14,000,000 term loan. In August 2010, the Company refinanced this term loan into a \$16,500,000 term loan.

As of December 31, 2010, borrowings under the Revolver are \$5,747,726. Under the agreement, the Revolver is subject to an annual renewal on October 1. Borrowings bear interest at the Eurodollar Rate or the Prime Rate plus a variable spread ranging from 200 to 300 basis points, depending upon the Company's ratio of Total Debt to EBITDA (4.26% at December 31, 2010).

The remaining borrowings outstanding under the agreement are discussed in Note 6.

(6) Long-Term Debt

Long-term debt consists of the following at December 31:

	2010	2009
Choice Environmental Services, Inc. and Subsidiaries and Affiliate:		
Notes payable - finance companies, collateralized by specific equipment, payable in monthly installments aggregating \$702, including interest, expiring in August 2013. These notes bear interest at 9.69%.	\$ 19,557	\$ 30,876
Notes payable - banks, collateralized by specific equipment, payable in monthly installments aggregating \$31,971, including interest, expiring at various dates through July 2013. These notes bear interest at various rates up to 6.75%.	619,982	950,801
Notes payable - to companies as part of financing of acquisitions. These notes are payable to the sellers in monthly and yearly installments of \$29,550 and \$110,000 respectively, including interest, expiring at various dates through August 2017. These notes bear interest at various rates up to 12.00%.	1,615,407	2,053,102

Continued

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(6) Long-Term Debt, Continued

	2010	2009
Choice Environmental Services, Inc. and Subsidiaries and Affiliate:		
Notes payable - Comerica Bank per the agreement discussed in Note 5. These notes are payable in monthly installments aggregating \$273,176, including interest, expiring in August 2013. The notes are recorded net of the unamortized discount in 2009. These notes bear interest at various rates up to 6.75%.	17,797,627	15,469,021
Note payable - Perfund per the agreement discussed in Note 7. The subordinated note is recorded net of the unamortized discount.	14,940,900	-
Choice Realty:		
Note payable - Comerica Bank. The mortgage is payable in monthly installments of \$10,832, including interest, matures in April 2015 with a balloon payment of remaining principal and accrued interest. The mortgage bears interest at 6% and is secured by commercial real estate and personal guarantees of the stockholders.	1,450,007	-
Current maturities	36,443,480 (3,875,125)	18,503,800 (16,944,194)
	\$ 32,568,355	\$ 1,559,606

The long-term debt is reflected net of unamortized discounts of \$287,310 and \$312,476 at December 31, 2010 and 2009, respectively.

Continued

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)**

(6) Long-Term Debt, Continued

Future maturities of long-term debt in each of the next five years are as follows:

Year Ending December 31,	Amount
2011	\$ 3,875,125
2012	3,801,834
2013	5,445,090
2014	3,248,503
2015	19,707,063
Thereafter	653,175
	<u>\$ 36,730,790</u>

Interest expense on all indebtedness was \$930,741 and \$381,718 for the three months ended December 31, 2010 and 2009, respectively.

(7) Subordinated Credit

In August 2010, the Company entered into a subordinated credit agreement with Penfund Capital Fund III Limited Partnership (Penfund). The agreement established a non-revolving term loan facility in a maximum initial principal amount of \$15,000,000. The agreement is secured by substantially all the Company's assets, a stock pledge of the Company's shares in each of its subsidiaries, stock pledge agreements from certain stockholders, and an assignment of a life insurance policy. The credit agreement is subordinated to the credit facility in Note 5. The agreement is subject to a prepayment premium based on an established percentage of the outstanding principal and certain affirmative and negative covenants. Interest accrues and is payable monthly at a rate of 16% per annum. The Company may elect to defer all or any portion of the interest in excess of 12%. The outstanding principal, plus accrued interest is due in August 2015.

(8) Related Party Transactions

Solid Waste Resources, Inc.

The majority stockholder of the Company is the sole stockholder of Solid Waste Resources, Inc. The Company has an unsecured note payable with an outstanding balance of \$1,200,000 at December 31, 2010 and 2009. The note bears interest at 8.33%. The entire principal balance is due in March 2016. The note is subordinated to the Penfund debt (Note 7) and the credit facility in Note 5.

Continued

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)**

(8) Related Party Transactions, Continued

Due to Stockholders

The Company has a note payable to a stockholder that is due in monthly installments of \$7,118, including interest, and matures in May 2012. The note bears interest at 12%. The outstanding balance due the stockholder is \$104,761 and \$173,082 at December 31, 2010 and 2009, respectively.

Operating Lease

The Company leases office space from a related party. Rent expense was \$37,500 for the three months ended December 31, 2010 and 2009.

(9) Stockholders' Equity

At December 31, 2010, the Company's capital stock consists of:

Class A common stock, no par value; 50,000,000 shares authorized; 1,238,002 shares issued and outstanding plus the warrant to purchase the Company's Class A common stock issued to Penfund by the Company.

Preferred Series A stock, \$.001 par value; 228,000 shares authorized, issued and outstanding.

Preferred Series B stock, \$.001 par value; 3,100,000 shares authorized; 2,123,000 shares issued and outstanding.

At December 31, 2009, the Company's capital stock consists of:

Class A common stock, \$.001 par value; 50,000,000 shares authorized; 2,092,450 shares issued and outstanding.

Preferred Series A stock, \$.001 par value; 1,000 shares authorized, issued and outstanding.

Preferred Series B stock, \$.001 par value; 3,100,000 shares authorized; 2,191,000 shares issued and outstanding.

Continued

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)**

(9) Stockholders' Equity, Continued

Class A Common Stock

In December 31, 2010, the Company executed a 1,000 for 1 stock split of the Class A common stock. In August 2010, the Company executed a 1 for 300,000 reverse stock split on the Class A common stock of the Company. Subsequent to reverse stock split, Class A common shares were repurchased and retired from stockholders with less than one share.

Series A Preferred Stock

The designated shares of Series A preferred stock are convertible or exchangeable, and the holder is entitled to dividends, on a pro rata, per share basis equivalent to dividends on the Company's common stock, if declared and paid. Dividends are not cumulative. The Company cannot redeem Series A preferred stock without the prior written consent of the holder. In December 2010, the Company executed a 228 for 1 stock split of the Series A preferred stock and established the shares are convertible or exchangeable at the option of the holders, at a ratio of 1 share of Series A preferred stock for 1 share of Class A common stock.

Series B Preferred Stock

The designated shares of Series B preferred stock are convertible into Class A common stock, at the option of the holders, at a ratio of 1 share of Series B for 1 share of Class A common stock. Dividends are cumulative at the rate of 10% per annum. Accumulated dividends do not bear interest.

Voting Rights

The holders of the Class A common stock, Series A preferred stock and Series B preferred stock are entitled to one vote for each share held. Series A preferred stockholders have voting rights to elect a numerical majority of the Board of Directors. Additional voting rights include the ability to approve and disapprove any amendments to corporate by-laws, articles of incorporation or creation of additional classes of stock. Series B preferred stock shares have the same voting rights as the Class A common stock of the Company.

Continued

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(9) Stockholders' Equity, Continued

Warrants

In connection with the issuance of the Penfund debt on August 25, 2010, the Company issued a warrant to purchase shares of Class A common shares which represent 5% of the fully diluted shares outstanding of the Company. The Company valued the warrant at \$287,310 using a Black-Scholes pricing model, adjusted for the estimated impact on the value of the restrictions related to the warrant and pricing volatility. The warrant was recorded as a discount on long-term debt obligations and additional paid in capital. The discount is being amortized to interest expense over the term of the warrant.

(10) Income Taxes

The Company and its wholly-owned subsidiaries file consolidated federal and state of Florida income tax returns. Consolidated income tax expense is apportioned to each company based upon its proportionate share of the consolidated net income.

At December 31, 2010 and 2009, the Company has deferred tax assets of approximately \$2.0 and \$1.9 million, respectively, and deferred tax liabilities of approximately \$2.9 and \$2.2 million, respectively. The temporary differences are primarily related to net operating loss carryforwards, depreciation, amortization, and the allowance for doubtful accounts. The provision for income tax differs from the amount of income tax determined by applying U.S. federal and state statutory rates to pretax income because of a loss from the sale of a property to a related entity that creates a permanent difference for income tax purposes.

At December 31, 2010, the Company has net operating losses available to offset future income for federal and state tax purposes of approximately \$4.7 million. The federal net operating loss carryforwards will begin to expire in 2024, if not utilized.

(11) Commitments and Contingencies

Capital Leases

The Company leases equipment under noncancelable leases, which meet the capital lease criteria as defined by FASB ASC 840-30, *Capital Leases*. Accordingly, the present value of future minimum lease payments under such leases has been recorded on the accompanying consolidated balance sheets as property and equipment and capital lease obligations.

Continued

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(11) Commitments and Contingencies, Continued

As of December 31, 2010, the future minimum lease payments are as follows:

Year Ending December 31,	Amount
2011	\$ 25,552
2012	8,984
	<u>34,536</u>
Current maturities	(25,552)
	<u>\$ 8,984</u>

Assets acquired under capital leases are included in property and equipment as follows at December 31:

	2010	2009
Machinery and equipment	\$ 112,736	\$ 112,736
Accumulated depreciation	(59,052)	(42,947)
	<u>\$ 53,684</u>	<u>\$ 69,789</u>

Operating Leases

The Company rents equipment and facilities under operating lease agreements. The leases expire through September 2020. Total rent expense under the operating leases was \$277,351 and \$196,602 for the three months ended December 31, 2010 and 2009, respectively. The future minimum lease payments are as follows:

Year Ending December 31,	Amount
2011	\$ 1,091,036
2012	894,804
2013	749,480
2014	662,204
2015	699,110

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)

(11) Commitments and Contingencies, Continued

Environmental Liability

The Company is subject to liability for any environmental damage, including personal injury and property damage that its solid waste and recycling may cause to neighboring property owners, particularly as a result of the contamination of drinking water sources or soil, possibly including damage resulting from conditions existing before the Company acquired the facilities. The Company may also be subject to liability for similar claims arising from off-site environmental contamination caused by pollutants or hazardous substances if the Company or its predecessors arrange to transport, treat or dispose of those materials. Any substantial liability incurred by the Company arising from environmental damage could have a material adverse effect on the Company's business, financial condition and results of operations. The Company is not presently aware of any situations that it expects would have a material adverse impact on its results of operations or financial condition.

Litigation

The Company is subject to legal proceedings and claims which arise in the ordinary course of its business. Although occasional adverse decisions (or settlements) may occur, the Company believes that the final disposition of such matters will not have a material adverse effect on the Company's financial position, results of operations or cash flows.

Revenue Adjustments

From time to time, the Company is involved in discrepancies regarding revenue adjustments or chargebacks with its carriers and customers. Although these discrepancies can be material to the Company if not resolved satisfactorily, the Company does not believe that the ultimate resolution of these discrepancies will have a material adverse impact on the Company's financial position, results of operations or cash flows.

(12) Subsequent Event

On February 14, 2011, the Company entered into a definitive agreement with a wholly-owned subsidiary of Swisher Hygiene, Inc. to transfer all of the shares of the Company by way of a statutory merger. In the transaction, the stockholders of the Company will be issued 9.2 million shares of Swisher Hygiene, Inc.'s common stock at the agreed upon value of \$50.1 million. In addition, Swisher Hygiene, Inc. will also assume approximately \$41.5 million of the Company's debt. The agreement is subject to customary closing conditions and regulatory approvals. Upon satisfaction of all conditions, it is expected that the transaction will be completed no later than March 31, 2011.

Continued...

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Notes to Consolidated Financial Statements
December 31, 2010 and 2009
(See Accountants' Review Report)**

(12) Subsequent Event, Continued

The Company implemented a 401(k) plan effective January 2011. All full-time employees may become participants in the plan upon obtaining 21 years of age and completing one year of eligible employment. The Company will match 50% of the first 3% of a participant's compensation.

SUPPLEMENTARY INFORMATION

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

Supplementary Information
Consolidating Balance Sheet
December 31, 2010
(See Accountants' Review Report)

	Choice	Realty	Elimination	Consolidated
ASSETS				
Current assets:				
Cash	\$ 424,491	\$ 3,773	\$ -	\$ 428,264
Accounts receivable, net	6,141,132	-	-	6,141,132
Inventories	247,570	-	-	247,570
Prepaid expenses	782,772	-	-	782,772
Deposits	144,697	-	-	144,697
Deferred tax asset	181,222	-	-	181,222
Total current assets	7,921,884	3,773	-	7,925,657
Property and equipment, net	25,787,229	1,827,000	954,729	28,568,958
Goodwill	13,957,814	-	-	13,957,814
Intangible assets, net	3,250,677	-	-	3,250,677
Notes receivable	725,584	-	(373,425)	352,159
Deferred financing costs, net	1,490,716	-	-	1,490,716
	\$ 53,133,904	\$ 1,830,773	\$ 581,304	\$ 55,545,981
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)				
Current liabilities:				
Line of credit	\$ 5,747,726	\$ -	\$ -	\$ 5,747,726
Current portion of long-term debt	3,830,933	44,192	-	3,875,125
Current portion of notes payable to related parties	77,542	-	-	77,542
Current portion of capital lease obligations	25,552	-	-	25,552
Accounts payable and accrued expenses	4,954,900	15,378	-	4,970,278
Total current liabilities	14,636,653	59,570	-	14,696,223
Long-term liabilities:				
Long-term debt, net of current portion	31,162,540	1,405,815	-	32,568,355
Notes payable to related parties, net of current portion	1,227,219	373,425	(373,425)	1,227,219
Capital lease obligations, net of current portion	8,964	-	-	8,964
Deferred tax liability	1,065,720	-	-	1,065,720
	33,464,443	1,779,240	(373,425)	34,870,258
Stockholders' equity (deficit)	5,032,808	(8,037)	954,729	5,979,500
	\$ 53,133,904	\$ 1,830,773	\$ 581,304	\$ 55,545,981

**CHOICE ENVIRONMENTAL SERVICES, INC.
AND SUBSIDIARIES AND AFFILIATE**

**Supplementary Information
Consolidating Statement of Operations
Three Months Ended December 31, 2010
(See Accountants' Review Report)**

	Choice	Realty	Elimination	Consolidated
Revenue	\$ 15,654,862	\$ 44,520	\$ (44,520)	\$ 15,654,862
Cost of sales	11,387,460	-	-	11,387,460
Gross profit	4,267,402	44,520	(44,520)	4,267,402
Operating expenses	2,876,702	27,895	(44,520)	2,860,077
Income from operations	1,390,700	16,625	-	1,407,325
Other income expenses: Interest and other, net	908,879	21,859	-	930,738
Net income (loss)	\$ 481,821	\$ (5,234)	\$ -	\$ 476,587

Choice Environmental Services of Broward, Inc.

Item: **AREA II MELROSE PARK**

Attachments

Choice CFO Financial Letter.pdf



June 1, 2012

City of Fort Lauderdale
City Hall
Procurement Services Division, Department of Finance
100 N. Andrews Avenue, 6th Floor, Room 619
Fort Lauderdale, FL 33301-1016

Re: ITB 623-10995 Bulk Trash Collection Services

To Whom It May Concern:

Choice Environmental Services of Broward, Inc. and its parent company Choice Environmental Services, Inc. are financially strong waste management companies in South Florida. Choice has the financial means to provide the City of Fort Lauderdale with the needed assets to provide the required bulk trash collection services.

Choice Environmental Services of Broward, Inc. and its parent company Choice Environmental Services, Inc. has sufficient financial resources to successfully perform under this contract including the necessary capital for additional equipment purchase, if necessary, to provide service and sustain this contract for the term duration. However, please note, that since the completion of our most recent audit, Choice has been acquired by Swisher Hygiene, Inc., and that as part of the transaction, Choice has little or no debt. Swisher is a public company listed on both the NASDAQ and the Toronto exchanges and has as its chairman legendary waste industry figure, Wayne Huizenga. Swisher's financials may be found in their governmental filings at www.sec.gov. If the City of Fort Lauderdale is in need of additional financial information, we would be pleased to supply anything upon request.

Our financial position allows us to pay for any capital outlay out of existing working capital with no need to borrow funds. Our strong balance sheet and cash flow position allow us to satisfy these commitments without issue.

Choice will provide the City of Fort Lauderdale with the very high level of service you expect. Now, with the additional financial resources of a public company behind us, Choice will have added expertise, leverage and other capabilities available to us to improve on our already great financial strength and excellent service expectations. Choice's tenured management has remained in place and is dedicated to the waste management industry.

Sincerely,

Robert Oulahan
Chief Financial Officer

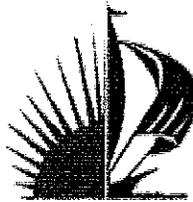
2860 State Road 84, Suite 103, Fort Lauderdale, FL 33312 • Tel: 954-797-7974 • Fax: 954-797-7984

www.choicewaste.com

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

623-10995

Bulk Trash Collection Services



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

Questionnaire

Please print or type:

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

Company Name: **City of Fort Lauderdale**
 Address: **100 North Andrews Avenue**
 Contact Name: **Greg Slagle**
 Telephone: **(954)-828-5341**

Company Name: **Town of Lauderdale-By-The-Sea**
 Address: **4501 North Ocean Drive**
 Contact Name: **Bud Bentley**
 Telephone: **(954)-640-4212**

Company Name: **City of Miami Beach**
 Address: **140 MacArthur Causeway**
 Contact Name: **Al Zamora**
 Telephone: **(305)-673-7616**

2. Number of years experience the proposer has had in providing similar services:
14 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?
No

4. List appropriate licenses as issued by Broward County.
City of Pompano Beach Business Tax Receipt
(Occupational License)

Broward County Local Business Tax Receipt
(Occupational License)

Please see attached licenses.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
Choice Environmental Services of Broward, Inc. will have 6 employees and 2 supervisors available to perform under this contract. We have included an audited financial statement that demonstrates our strength and ability to secure any subcontractors should it be necessary.

Please see attached audited financial statement.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.
Please see the letter from our Chief Financial Officer, Robert Oulahan along with an audited financial statement.

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

relating to the qualifications of the proposer, as may be required by the City.

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	N/A
N/A	N/A
	N/A
	N/A

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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

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

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity

formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, 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 Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

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

PART IV BONDS AND INSURANCE

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

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to

be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve 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 stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

SAMPLE

ATTACHMENT A

**AGREEMENT FOR
(TITLE)**

THIS AGREEMENT, made this ____ day of _____, 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and _____, a _____ corporation authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are _____, for the term specified herein,

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

WITNESSETH:

I. DOCUMENTS

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

- (1) Request for Proposal/Invitation to Bid xxx-xxxxx, XXXXXXXXXXXXXXXXXXXX, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP"/"ITB") (or "Exhibit A").
- (2) Response to the RFP/ITB, dated _____ ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated _____, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

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

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than _____, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount,

however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

Limits: Bodily injury \$250,000 each person,

Property damage \$500,000 each occurrence
 \$100,000 each occurrence

Professional Liability (Errors & Omissions) – “IF REQUIRED IN BID SPECS”

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

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

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other

legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

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

AA. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as (title): _____ for _____ (Contractor name), a _____ corporation.

(SEAL)

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

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

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by: **Grant Smith**

June 6, 2012

(Authorized signature)

(date)

Name (printed) **Grant Smith** Title: **General Counsel/Chief Administrative Officer**Company: (Legal Registration) **Choice Environmental Services of Broward, Inc.**

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

Address: **3101 NW 16th Terrace**City: **Pompano Beach** State: **FL** Zip: **33064**Telephone No. **(954)-582-9300** FAX No. **(954)-349-9483** Email: **grant@choicewaste.com**Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **N/A**Payment Terms (section 1.04): **N/A** Total Bid Discount (section 1.05): **N/A**Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

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

Addendum No.Date Issued**1 May 21, 2012**

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **N/A**

revised 11-29-11