

THIS AGREEMENT, made and entered into this 25 day of MAY, 2011, is 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 Waste Management Inc. of Florida, a Florida corporation, ("Contractor" or "Company"), whose address and phone are 2700 Wiles Road, Pompano Beach, FL 33073, Phone: 954-984-2067, Fax: 954-984-2057

WHEREAS, the City issued Invitation to Bid Number 612-10699 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 20, 2011, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-10, CAR No. 11-0562),

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:

1. The Contractor agrees to provide to the City bulk trash separation, recycling and disposal services in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning May 1, 2011, and ending April 30, 2014, for the requirements listed above.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB and the Contractor's response thereto, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

- First, this contract form, G-110 Rev. 01/10;
- Second, any and all addenda to the ITB in reverse chronological order;
- Third, the ITB;
- Fourth, the Contractor's response to any addendum requiring a response;
- Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

6. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

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

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

[Signature]
Print Name: RONALD FAYAT
Title: Asst Sec

CONTRACTOR

By: [Signature]
Print Name: Joe President TIMOTHY HAWKINS

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25 day of May, 2011, by Timothy B. Hawkins, Vice President President for Waste Management Inc. of Florida, a Florida corporation.

(SEAL)

Rosalina Vega
Notary Public, State of Florida
(Signature of Notary)



ROSALINA VEGA
MY COMMISSION # EE 019003
EXPIRES: October 9, 2014
Bonded Thru Budget Notary Services

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

Personally Known OR Produced ID
Type of ID Produced



CONTRACT
COPY

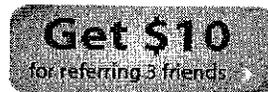
WASTE MANAGEMENT INC. OF FLORIDA

2700 Wiles Road
Pompano Beach, FL 33073

Waste Management Inc. of Florida is pleased to respond to the City of Fort Lauderdale's bid 612-10699 "Bulk Trash Separation, Recycling and Disposal Services."

We look forward to working with the City on this bid.

From everyday collection to environmental protection, Think Green® Think Waste Management.



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Go to Bid Information

Bid #612-10699 - Bulk Trash Separation, Recycling and Disposal Services

Page 1 of 1

Time Left: 6 hrs, 0 min

Bid Ends: Feb 23, 2011 2:00:00 PM EST

Line Items per page: 5

OFFER

Note: You have unconfirmed offers on this bid. To confirm your offers, click the submit button. If you wish to remove unconfirmed offers click cancel. Offers already confirmed cannot be removed.

612-10699-1- Mixed Debris Separation, Recycling and Disposal 01

Product Code	Unit Price	Qty/Unit	Total Price
<input type="text"/> (optional)	\$32.50	14000 / ton	\$455000.00
Offer Not Confirmed			
Notes for Buyer		Attachments	[Upload Attachment]
<input type="text"/>			
		[Alternate Offer]	[Remove]

612-10699-1- Clean Yard Waste Separation, Recycling and Disposal 02

Product Code	Unit Price	Qty/Unit	Total Price
<input type="text"/> (optional)	\$29.00	21000 / ton	\$609000.00
Offer Not Confirmed			
Notes for Buyer		Attachments	[Upload Attachment]
<input type="text"/>			
		[Alternate Offer]	[Remove]

Bid Notes: These notes apply to the bid as a whole.

Submit Cancel

Note: This agency may choose to make all documents and notes open to the public.

* Fee Waived.



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Offer Received

Offer(s) on Bid 612-10699

[View Offer Report](#)

Listed below is your offer information. Click on the "Return to Offer" button below to return to the bid information screen.

YOUR OFFER(S)				
Line Item 612-10699-1-01	<u>Mixed Debris Separation, Recycling and Disposal</u> [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$32.50	14000 / ton	\$455000.00
	Notes for Buyer		Attachments	
612-10699-1-02	<u>Clean Yard Waste Separation, Recycling and Disposal</u> [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$29.00	21000 / ton	\$609000.00
	Notes for Buyer		Attachments	
Bid Notes: - These notes apply to the bid as a whole.				

A confirmation email for this bid has been sent to jalbert@wm.com.

To change your notification options:

1. Click on the "Tools" tab at the top.
2. On the "Your Info" page, click on the "Notifications" link at the bottom.
3. Edit your notifications and then click on the "Save" button.

You can also change your preference to receive future confirmation notifications by clicking the link below.

[No, I do not want to receive confirmation emails.](#)

[Return to Offer](#)

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Customer Support - vendorsupport@bidsync.com or 1-800-990-9339

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Supplier Response Form
CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

612-10699

Bulk Trash Separation, Recycling and Disposal Services



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **albert2**

Password *

* Required fields

**INVITATION TO BID (ITB) 612-10699
BULK TRASH SEPARATION, RECYCLING AND DISPOSAL SERVICES**

PART I - SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide bulk trash separation, recycling and disposal services for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02. INFORMATION OR CLARIFICATION

For information contact Rick Andrews, Procurement Specialist II, at (954) 828-4357 or randrews@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or other bid documents will only be transmitted by written Addendum.

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 Department, 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.

1.03. 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.

1.04. PRE-BID CONFERENCE

A pre-bid meeting has been scheduled for Thursday, February 17, 2010 at 9:00 A.M., City Hall, 100 North Andrews Avenue, 4th floor conference room, Fort Lauderdale, FL 33301.

While attendance is not mandatory, is strongly suggested that all Contractor's attend the pre-bid meeting. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. This meeting will provide an opportunity for bidders to ask questions on recycling program expectations and the contents of this bid document.

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1.05. 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.

1.06. BID DOCUMENTS

The bidder shall examine this bid carefully. It will be the sole responsibility of the bidder to inspect the collection routes. 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 bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required.

1.07. CONTRACT AWARD

The City will award to the low responsive and responsible Bidder as may be in the City's best interest. All bid items must be must be bid.

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.

1.08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this ITB.

1.09. 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.

1.10. CONTRACTORS' COSTS

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

1.11. 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.

1.12. CONTRACT PERIOD

The initial contract term shall commence on May 1, 2011 or date of award, whichever is later, and shall end three (3) years from that date. The City reserves the right to extend the contract for one (1) additional one (1) year term under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

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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.

1.13. PRICE ADJUSTMENT

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.

1.14. 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 to the City's satisfaction in accordance with the requirements of the contract.

Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. Any service test period shall be included in the duration of the initial term of the contract.

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

1.15. CONTRACT ADMINISTRATOR

The City will designate a Contract Administrator whose principal duties shall be:

- Liaison with Contractor
- Coordinate, inspect and approve all work under the contract
- Resolve any disputes
- Assure consistency and quality of Contractor's performance

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Schedule and conduct Contractor performance evaluations and document findings
Review and approve for payment all invoices for work performed

1.16. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator has developed 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 the pickup charge fee provision specified 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 termination 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 will respond in writing that he received the report, if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

1.17. INVOICES/PAYMENT

There will be no travel time, mobilization or fuel surcharges, etc., added to the monthly invoice. Monthly invoices shall be submitted to the City no later than the 15th day of the following month.

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

1.19. DELETION OR MODIFICATION OF SERVICES

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

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paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

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

1.20. 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 .

1.21. INSURANCE

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance, Comprehensive Automobile Liability Insurance and Professional Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to 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 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.

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions 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:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

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Covering all owned, hired and non-owned autom obile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each 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 Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.22. 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 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 Contractors' 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, 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.

1.23. 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.

1.24. 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;

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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.

1.25. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have 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.

1.26. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

1.27. SAFETY

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

1.28. 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.

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1.29. 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> .

1.30. 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 Department at 954-828-5933.

END OF PART I

**INVITATION TO BID (ITB) 612-10699
BULK TRASH SEPARATION, RECYCLING AND DISPOSAL SERVICES**

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

2.01 PURPOSE

The City of Fort Lauderdale is seeking Bids from qualified firms, hereinafter referred to as the Contractor or Bidder, to provide separation recycling and disposal services for the City's Bulk Trash and Yard Waste Collections programs for the Public Works Department Sanitation Division, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

2.02 BACKGROUND

The City strongly supports the State of Florida's recycling objectives, which requires a recycling goal of seventy-five percent (75%) of all collected waste. To this end a continuing comprehensive recycling program is in effect to promote the recycling of recovered materials such as metal, paper, glass, plastic, textile or rubber materials, utilized by the residents of Fort Lauderdale. Special Waste shall also be recycled including limited amounts of construction and demolition debris, waste tires, white goods and yard trash.

To further pursue these goals, the City is seeking a facility to separate and recycle those materials that will be delivered by City equipment or City Contractor to a contracted recycling site or transfer station. Based on the results of the City's recycling program, there is a noted reduction of trash being incinerated or disposed of in landfills. Bids for recycling services are being solicited in this ITB.

2.03 ESTIMATED QUANTITIES/WARRANTIES OF USAGE

Based on the volume processed during the City's 2009/2010 fiscal years, it is estimated that approximately 35,000 tons of waste (21,000 tons of yard waste and 14,000 tons mixed debris) will be processed during the first year of this contract. Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.04 MULTIPLE CONTRACTS

A contract is expected to be awarded to the bidder determined to be qualified in meeting the requirements contained herein and quoting the lowest price per ton for recycling mixed debris and clean yard waste. However, due to travel distances, multiple contracts may be awarded, now or during the term of this contract, for similar recycling services, if in the best interest of the City.

2.05 DEFINITIONS

Bulk Trash: The term "Bulk Trash" shall mean material that is collected separate from garbage excluding hazardous waste.

Clean Yard Waste: The term "Clean Yard Waste" shall mean horticulture and vegetation material including tree limbs, stumps, trunks, shrubs, palm fronds, coconuts, fiber matting, spathe, plants, leaves, grass clippings, fruit, berries, and recyclable wood products, etc., containing less than ten percent (10%) contamination per load of mixed debris by weight or volume. Plastic bags shall be accepted in Clean Yard Waste loads and not counted as contamination.

Construction and Demolition Debris: The term "Construction and Demolition Debris" shall mean

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discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

Hazardous Waste: The term "Hazardous Waste" shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Household hazardous waste such as chemicals, fluids, paint, propane tanks, or explosives or biohazardous waste, etc. are not collected in the bulk trash program.

Mixed Debris: The term "Mixed Debris" shall mean bulk trash material that is not separated from each other.

Processable Waste: The term "Processable Waste" shall mean that portion of the solid waste stream which is capable of being processed at the mass burn North Facility or South Facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agricultural, commercial and light industrial wastes, commercial waste, the combustible portion of construction and demolition debris, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste. Processable Waste includes the non-recyclable waste that remains after the recyclable materials have been removed from the waste stream.

Recovered Materials: The term "Recovered Materials" shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

Recyclable Material: The term "Recyclable Material" shall mean those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

Recycling: The term "Recycling" shall mean any process by which solid waste, or material that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Residue Material: The term "Residue Material" shall mean delivered materials that are not suitable for recycling. The tip fee rate shall include those costs incurred for the disposal of collected materials, not suitable for recycling. Additionally, any Processable Waste residue material shall be disposed of at the Wheelabrator South Incinerator Plant 4400 South State Road 7 Fort Lauderdale for city locations south of Oakland Park Boulevard and Wheelabrator North Incinerator Plant 2600 NW 48th Street Pompano Beach for city locations located north of Oakland Park Boulevard. The current tipping fee for processable waste for FY 10/11 is \$ 99.20 ton.

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Special Waste: The term "Special Waste" shall mean solid wastes that can require special handling and management, including, but not limited to, electronic waste (e-waste), white goods, waste tires, construction and demolition debris, and yard trash.

Solid Waste: The term "Solid Waste" shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Solid Waste includes Processable Waste and Unprocessable Waste, but excludes Unacceptable Waste. Recovered materials as defined in subsection "recovered materials" are not solid waste.

Solid Waste Disposal Facility: The term "Solid Waste Disposal Facility" shall mean any solid waste management facility that is the final resting place for solid waste, including landfills and incineration facilities.

Unacceptable Waste: The term "Unacceptable Waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unacceptable waste shall include, but not limited to, motor vehicles, trailers, comparable bulky items of machinery or equipment, highly flammable substances, hazardous waste, sludges, pathological and biological wastes, biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, radioactive materials, and any material that cannot lawfully be accepted for disposal at the mass burn resource recovery system. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

Unprocessable Waste: The term: "Unprocessable Waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery facility. Unprocessable waste shall include, but not be limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions or being whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream). Unprocessable Waste includes the noncombustible portion of construction and demolition debris, and other items, in the judgment of the mass burn facility, would pose an unacceptable risk to health or safety, damage to the facility, or violation of any permit, law, regulation, etc.

2.06 RECYCLED MATERIALS

Materials will be collected and delivered from the waste streams described herein. The following is a listing of the general types of materials collected under bulk collection and yard waste recycling programs. This is for informational purposes only and may vary widely as determined by the various City locations:

Yard Waste: tree branches & limbs, grass cuttings, leaves, palm fronds
Scrap Steel, aluminum, wire, fencing and White Goods
Wood, lumber, pallets, shingles, particleboard, etc.
Furniture: chairs, tables, dressers, covered cushions, couches
Cardboard boxes, paper, other paper products
Tires, household carpet, mattresses, toys, glass, etc.
Plastic Items and E-Waste material

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Material is exposed to weather conditions and occasionally a limited amount of material from waterway cleaning may be wet.

Hazardous Waste material is not collected.

2.07 OWNERSHIP OF DELIVERED MATERIALS

All materials delivered to the recycling facility shall become the property of the contractor. The City does not expect any revenue from the sale or reuse of recycled materials.

2.08 MATERIAL DELIVERY

- A. By city owned trucks and by City Contractor owned trucks
- B. Truck Size – pick-up, grapple, stake bed dump, large compaction type vehicles
- C. Mixed Loads – bulk trash material delivered mixed by truck
- D. Clean Yard Waste – horticulture and vegetation material and recyclable wood products, delivered by truck

- 1) Plastic bags containing yard waste material shall be accepted in clean yard waste loads. Under the current automated collection system, residents are encouraged to utilize plastic bags to contain loose debris (leaves) from scattering or blowing during the collection process.

- E. Minimum load shall be one (1) ton.

2.09 CONTAMINATION & UNACCEPTABLE MATERIALS

The City has instructed residents serviced by the Bulk Trash and Yard Waste recycling programs of specific materials and products that should not be included or processed with collection pickups.

Excluded from this program is unacceptable waste and specifically hazardous waste materials, including but not limited to, paint, oil, and chemicals and explosive items such as gas or propane tanks. Large amounts of roofing materials, dirt, concrete; automobile bodies and vehicle parts are not accepted.

The City is committed to promoting recycling education by providing informational materials and public outreach initiatives in addition to assembling an organized group of Green Works volunteers to promote recycling. The City's intent is to increase recycling participation and the volume of recovered materials along with encouraging proper recycling behavior.

Every effort will be made to insure compliance with recycling program guidelines. However the Contractor will be expected to absorb in the fixed tonnage rate a reasonable amount of disposal cost for diminimus solid waste material or contamination at a solid waste disposal facility.

CONTAMINATION – up to 10% of the load shall be accepted as determined by weight or cubic yard volume. Example: 27 cubic yard truck equals 2.7 yards of acceptable contamination.

Upon arrival at the recycling facility, the delivery driver will advise the scale house attendant if the

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load is mixed debris or clean yard waste to determine the appropriate tip fee charge. When the load is dumped, contamination amounts shall immediately be determined by weight or cubic yard estimation.

provided by experienced tipping floor personnel as witnessed by the delivery driver. The City expects the contractor to be flexible and make reasonable efforts to remove some contamination (by hand or machine) and accept the yard waste load as a participating partner in the yard waste-recycling program. This will include the acceptance of plastic bags.

In the event Clean Yard Waste loads are not accepted and not charged as clean yard waste due to excessive contamination beyond the 10% acceptable standard and the Contractor has determined that the higher mixed load rate will be applied and charged to the city, the Contractor shall document as follows:

- a. Driver and Tipping Floor Attendant shall inspect load and driver sign weight ticket
- b. Weight ticket shall indicate estimated percentage (%) or weight of contamination
- c. Tipping Floor Attendant shall photograph the load & driver together
- d. Photo shall be supplied to the city with monthly invoice supporting higher rate charged

*Cellular phone photography and transmission may be an acceptable option.

UNACCEPTABLE MATERIAL

- a. Material shall be rejected by tipping floor personnel before unloading, if possible.
- b. If the material has been dumped on to the tipping floor:
 - Material up to \$100.00 per load in disposal cost shall be handled and disposed by the recycling facility.
 - Material exceeding \$100.00 per load in disposal costs, the Contractor shall immediately notify the City for inspection. City personnel and Contractor shall determine the appropriate course of action and authorize any additional charges. A remedial option may include the use of City resources.

2.10 MATERIAL DISPOSAL

The Contractor is responsible for all costs associated with the sale and disposal of materials. Disposal and yard waste processing facilities shall be designated with the City reserving the right to review and accept or reject designated sites based on overall recycling intent, existing laws and interlocal agreements. All processable residue materials, not accepted for recycling purposes, shall be disposed at Wheelabrator South or Wheelabrator North resource recovery facility.

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2.11 RECORDS / REPORTS

The successful bidder shall be required to maintain any and all records as prescribed by Federal, State and Local governing agencies. The City of Fort Lauderdale shall require a MONTHLY RECYCLING REPORT (Attachment A), detailing the following information:

1. Total tonnage of materials delivered and number of truckloads delivered for the subject month
2. Total tons of materials recycled per type or class
3. Total tonnage of all materials recycled
4. Total tonnage of residue materials (not recyclable)
 - a) Processable Waste – sent to Wheelabrator incinerator
 - b) Unprocessable Waste – sent to solid waste disposal facility

All information shall be on the basis of the short ton (2,000 lbs). All processable residue material tonnage taken to Wheelabrator South or Wheelabrator North shall be reported on the monthly recycling report.

The Monthly Recycling Report shall be delivered to the City no later than the 20th day of the month following the conclusion of deliveries in the previous month.

See Monthly Recycling Report – Attachment "A".

2.12 RECYCLING PROGRAM REQUIREMENTS

The Bulk Trash program provides service to residents 20 days per month, Monday thru Friday 7:00am-3:00pm. Occasionally crews will work to 6:00pm on very heavy days and from time to time a Saturday make up day. Mixed debris and clean yard waste is collected. The City also provides weekly automated cart service for yard waste recycling Monday thru Saturday 7:00am-6:00pm. Services are provided on all Holidays except Christmas day.

Additionally, the City administers a Saturday palm frond collection service 3-4 times a month, which requires Saturday disposal of 1-3 tons of clean yard waste. Waterway cleaning crews and miscellaneous City operations (including pre-authorized City Contractors) will deliver material to this recycling facility.

The City desires that the delivery site for the processing facility or transfer station be open and available for deliveries during a work schedule of Monday thru Saturday 7:00am to 6:00pm including all Holidays except Christmas day. (List operating days & hours on bid sheet)

Certified truck scale and weight tickets signed by the delivery driver.

Contractor is fully licensed or permitted to accept and recycle materials listed herein.

Contractor's intent is to recycle materials in support of the State of Florida's 75% recycling goal.

2.13 TARE WEIGHTS

If the recycling facility pre-loads TARE weights in their truck scale computer system to calculate

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tonnage charges for billing purposes, the Contractor hereby agrees to assist the City in verifying such TARE weight. The City Auditor has suggested that the delivery vehicle is weighted in and out three times and that the average weight be calculated and used by the scale house. This procedure shall be done annually, utilizing a document supplied by the City and provided to the contractor as the official TARE weight. The City's Finance Department will balance the TARE weight with the drivers dump ticket and Contractor's monthly invoice to process payment.

2.14 CONTRACTOR RESPONSIBILITY

Provide a recycling facility or transfer station within 10 miles of 1300 West Broward Boulevard.

Contractors recycling facility shall be operational six (6) days per week, including holidays.

Contractor shall insure that the City has adequate access to the recycling facility, exercises efficient tipping floor procedures, avoids delays and minimizes wait time in order for the City to complete collection routes efficiently and on schedule. The City estimates vehicle tipping at 25-50 loads per day.

During emergency operations, such as a hurricane, the Contractor should be willing to extend receiving hours or days of operation (Sunday) to facilitate efficient and timely debris removal by the City or City Contractors. The quoted rate per ton shall apply.

Contractor shall provide and maintain a certified truck scale with adequate capacity for weighing delivery truck and load. Establish TARE Weights as described herein shall be used. Contractor will provide a weight ticket for each delivered truckload, providing type of material and cost, total weight, truck tare weight and net weight of load. This weight ticket shall also identify and imprint the calendar day, time of the day and truck identification number. The ticket must be signed and verified by the driver.

Contractor shall provide a tip fee price per ton each for mixed debris and clean yard waste.

Contractor shall be compensated on a minimum of one (1) ton.

Contractor will provide ten (10) days notice if changing operating hours, operating days, reducing service or when closing facility for maintenance or repairs

Contractor shall retain any revenues generated from the sale of recycled materials and scrap materials, collected during the course of providing contracted services.

Contractor shall be responsible for any costs incurred as a result of the disposal of recycled material, scrapped material and residue materials.

Contractor shall allow city personnel access for accidents involving the city or safety inspections when a city employee reports an unsafe or hazardous condition. Contractor will ensure a safe work environment.

City employees and City Contractors shall observe all safety rules and procedures including supplying safety vests and hardhats, when required.

Contractor's monthly invoice to the City shall be broken down by mixed material and clean yard waste material, date, ticket number, tons and contracted rate charged.

Contractor shall provide completed and timely recycling reports.

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2.15 SEPARATION AND RECYCLING PROGRAM

The scope of required services, the potential volume that may be generated, travel distance, and the requirements for adequate manpower and equipment to process this material must be insured prior to any commitment by the City. The City may wish to conduct a site visit as part of the evaluation process.

Bidders shall therefore be requested to provide Attachment B, detailing information relating to the following

- A Complete and detailed description of the physical building facility, equipment and manpower available and utilized for the processing and separation of materials.
- Locations and number of years in operation.
- Copy of operating permits and licenses, special certifications, designations, awards.
- A detailed description of your program, methods and procedures for the separation and recycling of mixed debris and clean yard waste.
- The general classes and specific types of materials that will be separated for recycling purposes.
- The locations of sources utilized for the sale of such recyclable materials and specifically the yard waste processing facility(s) including the end use of product.
- The proposed solid waste disposal sites and equipment available for the handling, loading, and transportation of residue materials not accepted for recycling purposes.
- Any additional information the bidders wish to have reviewed.

END OF PART II

INVITATION TO BID (ITB) 612-10699
BULK TRASH SEPARATION, RECYCLING AND DISPOSAL SERVICES

ATTACHMENT "A"



CITY OF
FORT LAUDERDALE

Revised 12-20-10

RECYCLING CREDIT REPORT

Recycling Facility: _____

Month: _____

Number of
Inbound Loads: _____

Number of
Tons: _____

MATERIAL

_____ Recovered Yard Waste

_____ Contaminated Yard Waste _____

_____ Recovered Paper Products

_____ Recovered Metals

_____ Recovered Wood Products

_____ Recovered Plastic

_____ Recovered E-Waste

_____ Recovered Rubber

_____ Recovered Textiles

_____ Processable Residue _____

_____ Unprocessable Material _____

Total Tons Recycled: _____

Total Tons Not Recycled: _____

Name (Printed or Typed): _____

Title: _____

Date: _____

Please Mail or E-Mail to:

Loretta Cronk, Recycling Coordinator
City of Fort Lauderdale Sanitation Division
949 NW 38th Street
Fort Lauderdale, Florida 33309

Telephone: (954) 828-5054

E-Mail: lcronk@fortlauderdale.gov

Supplier Response Form

INVITATION TO BID (ITB) 612-10699 BULK TRASH SEPARATION, RECYCLING AND DISPOSAL SERVICES

ATTACHMENT B

BIDDER QUESTIONNAIRE:

BIDDER NAME: Waste Management Inc of Florida

Minimum Load shall be: No Minimum

Hours of operation:

- 1) Monday – Friday 6:00am to 6:00pm
- 2) Saturday 6:00am to 4:30pm
- 3) Sunday not open to

Holidays: List Holidays Closed Christmas Day

Emergency Service: Will your facility open for Emergency Service at no additional charge? Yes

Does your facility have a Certified Truck Scale?
Yes

Can your facility accommodate large dump and compaction type trucks?
Yes

State the location(s) of your facilities within 10 miles and number of years in operation:

- 1. Delta- Davie 3250 SW 50th Ave Davie FL 33314
- 2. Delta - Pompano 1951 N. Powerline Rd. Pompano Beach FL 33069

If the quoted rates varies as determined by the individual locations, provide such information here:
Prices quoted are the same for both locations

Do you presently hold all permits and licenses as required by Federal, State, County and Local authorities to operate the required facility and process the collected materials? yes (provide copies)

Provide information for Part II – Technical Specifications / Scope of Services, Section 2.15:

Information is in a separate package

Provide information relating to the time period for commencement of this program from notification of award of contract:

We would be able to start the day after the award.

INFORMATION SECTION:

Current Contracts: Provide information pertaining to current contracts for which you are providing separation and recycling services: (List any additional contracts on a separate page and include with your response)

(1) COMPANY/MUNICIPALITY: City of Pompano Beach

ADDRESS: 100 W. Atlantic Blvd. Pompano beach FL 33060

PHONE

& CONTACT: Russ Ketchum 954-786-4106

DESCRIPTION OF

SERVICES: Bulk Collection and Processing

DATE OF COMMENCEMENT & TERM OF

CONTRACT: Oct 2008 to Oct 2013

(2) COMPANY/MUNICIPALITY: City of Plantation

ADDRESS: 400 NW 73rd Ave Plantation FL 33317

PHONE &

CONTACT: Daniel Keefe 954-797-2222

DESCRIPTION OF

SERVICES: Bulk Collection and Processing

DATE OF COMMENCEMENT & TERM OF

CONTRACT: Oct. 1 2009 to Sept. 30 2013

If no, will you be able to obtain within thirty (30) days of notification by the City of their intent to award?

N/A

Checklist:

Have you prepared and submitted Attachment B, a complete description of the information as required in **Section 15, SEPARATION AND RECYCLING PROGRAM of PART II – SCOPE OF SERVICES /SPECIFICATIONS?** Yes

Submit copies of all applicable permits and licenses you presently hold? Yes

If you are submitting your original bid directly to the City of Fort Lauderdale and not through BidSync, have you included an original and 1 copy of your bid response? Yes

AUTHORIZED SIGNATURE Timothy B. Hawkins

PRINT NAME Timothy B. Hawkins

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **albert2**

Password *

* Required fields

Supplier Response Form

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that 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.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

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

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

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

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

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

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

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

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

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

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

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's 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 Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle 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, postal money order 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:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 **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 DEPARTMENT (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 Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED 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.

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **albert2**

Password *

* Required fields

Supplier Response Form

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>
NONE	
NONE	

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.

Please enter your password below and click Save to update your response. Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

- To take exception:**
- 1) Click Take Exception.
 - 2) Create a Word document detailing your exceptions.
 - 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your

**Supplier Response Form
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 Department, 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: *
(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 1.03): *

Total Bid Discount (section 1.04): *

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

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

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of 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.

none

Variations:
revised 3-23-10

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **albert2**

Password *

* Required fields

**PRE-BID MEETING
ATTENDANCE SIGN-IN FORM**

DATE: February 17, 2011

TIME: 9:00 A.M.

ITB NO: 612-10699

OPENING DATE: February 23, 2011

ITB TITLE: Bulk Trash Separation, Recycling & Disposal Services

PROCUREMENT SERVICES DEPARTMENT CONTACT: Rick Andrews

NAME	COMPANY	PHONE	EMAIL
Rick Andrews	City of Fort Lauderdale	954-828-4357	randrews@fortlauderdale.gov
John Cinelli	Southern Waste Systems	954-347-9506	jeinelli@swsyst.com
JOHN ALBERT	WASTE MANAGEMENT	954-984-2067	JALBERT@WM.COM
Greg Skyle	City of Ft Lauderdale	954-828-5341	Gskyle@fortlauderdale.gov
John Saavedra	City of Ft Lauderdale	954-828-5452	johnsa@fortlauderdale.gov
Loetta Crowe	City of Ft Lauderdale	954-828-5054	lcrowe@fortlauderdale.gov
John Scholtz	Environ Cycle	957-792-8177	jscholtz2@pubbliservices.com
MIKE JOSEPH	T.T.C. ENVIRONMENTAL Inc	786-488-3350	TTCENVIRONMENTAL2009@hotmail.com

Attachment "B"

Scope of Services-Section 2.15

- Waste Management Inc. of Florida will be using two locations for this bid. One location is our Delta Davie site located at 3250 SW 50th Ave, Davie, Florida 33314, the other site is our Delta Pompano site located at 1951 North Powerline Road, Pompano Beach, Florida 33069. The Pompano location is about 11 miles from the 1300 West Broward Boulevard address but would service the northern part of Fort Lauderdale better than the Davie location. Each site has a covered area which can accept the mixed bulk material. This material is classified as a Class III waste and has to be under cover. We will use a floor sorting method for the separation of this material. The material is spread out on the tipping floor and hand picked by laborers. The material is then put into bins by material type.
- The locations of these facilities, Delta Davie-3250 SW 50th Ave, Davie, Florida 33314 and Delta Pompano -1951 North Powerline Road, Pompano Beach, Florida 33069. Both facilities have been in operation for approximately 10 years.
- A copy of each permit is attached.
- There will be different methods used in the handling of the mixed debris and clean yard waste. The mixed debris will be dumped on a tipping floor under a roof. The material will be spread and it will be floor sorted. We will have laborers picking out the material to be recycled and placed into bins by the tipping floor. Any large items will be handled with equipment. The recyclables are then taken to vendors who handle these items. This process will be used at both our Davie and Pompano location. In regards to clean yard waste, this material will be dumped in a separate location on site. At our Davie facility the material will be mulched and then transported to our landfill in Medley, Florida to be used as daily cover. The clean yard waste that comes into our Pompano facility will be transported to our landfill in Pompano Beach where it will be mulched and used as daily cover.
- The general classes of material that will be pulled out of the waste stream for recycling will be wood, metals, cardboard and some plastics. The yard waste will also be put to a beneficial reuse. E-Waste to the extent possible and the volume received will be recycled.
- The vendors used in the sales of these products varies. The yard waste is used internally as daily cover so there is no outside vendor for this material. As for the cardboard we

will combine this material with materials from other recycling facilities and sell it to different mills. Some of these are domestic and others are overseas. The metal is sold to local dealers. We have 2 or 3 that we usually deal with but usually go with a combination of who is closer and who is giving the best pricing. Any clean wood is taken to a place in Miami next to our Medley Landfill.

- As stated in the bid documents any processable waste that is residual from this material will be sent to one of the two waste to energy plants. The Davie facility will use the south plant. The Pompano facility will use the north plant. Any unprocessable waste will be sent to Central Disposal landfill in Pompano Beach in accordance with the Plan of Operations for the Resource Recovery System. This material is usually transported in either 80 cubic or 100 cubic yard trailers. We will do our own loading of the trailers.
- Waste Management Inc. of Florida is able to fulfill the scope of work as outlined in this bid. With our two locations, one north and one south of the City we will be able to reduce drive time for the collection vehicles. We look forward to working with the City on this bid.



SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-WP00017-08
DEP Permit Number: 0133579-011-SO
LD. Number: 00055468

APPLICANT:

Waste Management Inc. of Florida
Attention: Tim Hawkins, Vice President
2700 NW 48th Street
Pompano Beach, FL 33073
Phone: (954) 984-2000

FACILITY NAME/ADDRESS:

Delta Recycling Davie
3250 SW 50TH AVE
Davie, FL 33314
OPERATOR: Waste Management Inc. of Florida
ATTN: Francis Casagrande, District Manager

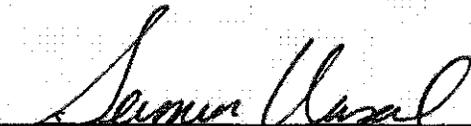
This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: A 5000 cubic yards per day waste processing facility utilizing a concrete pad and bermed canopied area for the receipt of construction and demolition (C&D) debris, yard trash, Class III waste, clean debris, and recovered materials. The materials are sorted into recyclable constituents, recovered screened material (RSM), and non-processable material. The recyclable materials will be paper, cardboard, aluminum, glass, ferrous and non-ferrous metals, clean debris, top soil, plastic, wood, and mulch. Recovered screened material (RSM) is defined herein as dirt and fines which are removed from a mixed solid waste stream other than land clearing debris, yard waste, or clean debris.

Prepared By: Glenn Malmstrom
Application Received: 11/07/2008
Date of Issue: 12/24/2008
Renewal App. Due: 11/08/2013
Expiration Date: 01/07/2014


Pollution Prevention, Remediation and Air Quality Division

SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by The Environmental Protection and Growth Management Department (THE AGENCY) pursuant to this chapter. THE AGENCY will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
- (2) The license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by THE AGENCY.
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the Licensee shall notify THE AGENCY within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the Licensee shall submit a written report to THE AGENCY that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operating within the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to the public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under the Code, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at time to AGENCY personnel for the purposes of inspection and testing to determine compliance with this license and the Code.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of THE AGENCY, and any forbearance on behalf of THE AGENCY to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of THE AGENCY's rights hereunder.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Davie

EPGMD License Number: SW-WP00017-08
DEP Permit Number: 0133579-011-SO

SPECIFIC CONDITIONS:

1. Only construction and demolition debris (C & D), yard trash, Class III waste, clean debris, and recovered materials as defined in Section 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. C & D is processed into the following recyclable materials: paper, foam, fiberglass, cardboard, aluminum, glass, ferrous and non-ferrous metals, wood, plastic, top soil, clean, fill and RSM.
2. The Licensee shall not accept or process any putrescible wastes or material suspected of being asbestos, processed tires, hazardous or biomedical wastes. Should any asbestos, hazardous and/or biomedical wastes be delivered at the facility, the licensee shall immediately notify the PPRAQD, and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the PPRAQD.
3. The Licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures.
4. An operator shall be on duty whenever the facility is operating. At least one spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.
5. Each incoming load shall be inspected before being allowed to be deposited at the facility. Any loads containing prohibited material shall be rejected.
6. Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Section 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of material.
7. All processing of incoming C & D into recyclable materials shall be completed within seven (7) working days of receipt on site, except for yard trash and clean untreated wood.
8. The unloading, processing and sorting of all solid waste shall be conducted within separate designated areas on the concrete pad and/or inside the bermed area under the canopy cover as provided in the license application. No unloading, processing, sorting, or storage of Class III waste shall take place outside the bermed area under the canopy cover.
9. The licensee shall utilize and maintain the canopy structure, push walls, leachate control curbs, and concrete floor indicated in the license application and site plan to contain run-off, provide a physical separation between bulky waste (Class III) and other material, and prevent these wastes from being co-mingled.
10. Containers utilized for the removal of Class III waste from the facility may be located outside of the bermed canopied area during the loading process. They shall be immediately removed when filled.
11. All recyclable materials, except clean debris, yard trash, untreated and unpainted wood, and recovered screened material (RSM) shall be stored under cover, or kept in storage containers, or kept on the concrete slab. These materials shall be removed from the site when a container load is generated. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt on site. Within thirty (30) days of generation, RSM shall be removed from the site and properly disposed of at an approved location.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Davie

EPGMD License Number: SW-WP00017-08
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12. Non-recyclable solid waste separated from the incoming C&D and Class III waste stream shall be stored in containers and disposed of at a licensed Class I or Class III disposal facility. This material shall be removed from the site within seven (7) operational days after receipt on site.
13. Within 90 calendar days of receipt, all yard trash and untreated and unpainted wood shall be processed and removed from the site.
14. C & D, yard trash, wood, or mulch and wood chip piles shall not exceed the following dimensions: width - fifty (50) feet, area - 10,000 square feet, height - eighteen (18) feet.
15. A space shall be provided between all piles to allow access to vehicles, including fire fighting equipment.
16. At no time shall the total accumulation of incoming material and non-recyclable solid waste exceed 121,383 cubic yards, the approved volume detailed in the license application, approved site plan, and approved closure cost estimate.
17. Odors, dust, vectors, and noise shall be strictly controlled at all times. If any of the above are determined to be a problem, the licensee shall promptly take any and all reasonable actions necessary to correct the situation. The EPGMD noise regulations in Article VII of the Code shall be complied with at all times.
18. The licensee shall utilize and maintain: a dust control screen 140 feet long by 30 feet high on galvanized steel poles along the southeastern boundary of the site, a wind screen approximately 200 feet long by 6 feet high on steel poles above the 10 foot high push wall south of the tipping area, a wind screen 30 feet long by 18 feet high under the power cable on the property line at the south, southwest corner of the tipping area, and a wind screen approximately 150 long by 6 feet high on steel poles above the 10 foot high push wall along the southwest property line across from the wood chipper as described in the Compliance Plan dated April 4, 2000.
19. The licensee shall utilize and maintain the sprinkler misting system along the southern perimeter of the site to control dust. This system consists of: 5 elevated sprinkler heads on the push wall across from the chipper area, and 4 elevated sprinkler heads on the push wall at the tipping area as described in the April 4, 2000, Compliance Plan.
20. The licensee shall utilize operational procedures that minimize dust from loading material into the new process/picking line. The water misting system consisting of one (1) mister on top of the main screen deck and one (1) mister on the secondary screen deck of the process/picking line, as well as dust curtains at the secondary screen discharge area and tail of the picking line shall also be utilized and maintained to control dust as described in the Compliance Plan of April 4, 2000.
21. The licensee shall utilize and maintain a water truck and water valves and hoses strategically throughout the site to address dust at the entrance/haul road, internal roadway system, processing area(s), picking line, tipping area, and elsewhere as site operations dictate.
22. The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.
23. The licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Davie

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24. The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.700, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
2600 Blair Stone Road MS 4565
Tallahassee, Florida 32399-2400

25. The Licensee shall annually provide to the PPRAQD for approval an updated closure cost estimate, in accordance with the requirements of Rule 62-701.630, F.A.C. The closure cost estimates shall be calculated in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Broward County Environmental Protection and Growth Management Department
Pollution Prevention, Remediation and Air Quality Division
ATTN: Waste Regulation Section
115 South Andrews Avenue, Room A-240
Ft. Lauderdale, Fl. 33301

26. The Licensee shall implement and maintain a ground water monitoring plan which meets the criteria set forth in Rule 62-701.510 and Chapter 62-522, F.A.C. Detection wells shall be sampled and analyzed at least semi-annually for the following parameters:

<u>Field Parameters</u>	<u>Laboratory Parameters</u>	
pH	Aluminum	Cadmium
Turbidity	Chlorides	Chromium
Temperature	Nitrate	Lead
Specific Conductivity	Sulfate	Mercury
Dissolved Oxygen	Total Dissolved Solids	Ammonia
Water elevations	Iron	Phenols
Colors and sheens (by observation)	Sodium	Those Parameters listed in EPA Methods 601 and 602
	Arsenic	

Background water quality shall be sampled and analyzed in accordance with the provisions of Rule 62-701.510(6)(a), F.A.C. In addition, all background and detection wells shall be sampled and analyzed at least once prior to permit renewal for those parameters listed in Rule 62-701.510(8)(a), F.A.C.

27. The Licensee shall submit groundwater analytical results to PPRAQD at the address specified above on a semi-annual basis by June 30 and December 30 of each year. The groundwater analytical results should be summarized in letter form and the laboratory reports and Chain of Custody forms should be included as attachments.
28. The Licensee shall notify the PPRAQD in writing prior to any change of the on-site operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.

APPLICANT: Waste Management Inc. of Florida
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29. A record book shall be kept on site with the following information entered on a daily basis:

- a. Quantity of solid waste received and processed (by type) (in cubic yards); and
- b. Quantity of recyclable material recovered (by type) (in cubic yards); and
- c. Quantity of recyclable material marketed (by type) (in cubic yards); and
- d. Quantity of solid waste disposed of (by type)(in cubic yards) and identify the disposal location(s); and
- e. Quantity of RSM generated and disposed (in cubic yards) and identify the disposal location(s).

This information shall be summarized each month and submitted to the PPRAQD by the fifteenth (15th) day of each succeeding month at the address listed above. **For RSM disposal, other than transportation to the Central Sanitary Landfill & Recycling Center, the monthly summary shall include a copy of the corresponding ticket for each load which shall show volume, address, date, type of use, truck name and company, copy of end-user notification, copy of written acceptance of notification, and copy of institutional control implemented (as required).**

30. For management of RSM a Quarterly Report shall also be submitted to the PPRAQD quarterly, by the fifteenth (15th) day of the first month following a quarter (January, April, July, and October).

Two complete sets of all laboratory reports showing results of the routine composite (weekly & quarterly) sampling, results of the leaching tests, and a summary of the data must be submitted (use of electronic means subject to PPRAQD approval) to the PPRAQD. The summary of the routine sampling data must include:

The summary must be in a table format and must list the analytical results for the chemicals of concern (COC's) evaluated in each weekly, 8-hour composite sample analyzed during the quarter and any COC identified during the quarterly sampling. The table must also include information showing the FDEP's soil cleanup goal corresponding to each COC. For the purpose of this summary, a COC is one which exceeds the direct exposure residential risk level or leachability goal listed in the FDEP's soil cleanup goals.

31. Pursuant to Section 62-701.300(2)(g), F.A.C., solid waste shall not be stored within 200 feet of the lake.
32. RSM shall be shipped to an approved landfill for disposal or use as cover or otherwise managed and reused in accordance with Specific Condition 34 and the final Guidelines for the Management of Recovered Screened Materials from C&D Debris Recycling Facilities in Florida (Guidance Manual) dated September 28, 1998.
33. The letter of May 24, 2004 to the PPRAQD states that Waste Management Inc. of Florida currently transports RSM generated at the Davie facility to the Central Sanitary Landfill & Recycling Center for use as initial cover. As long as this practice remains in effect the RSM reuse requirements detailed in Item 34 below are waived.
34. Prior to changing the current disposal practice of transporting RSM to the Central Disposal landfill for use as initial cover, Waste Management Inc. of Florida shall provide written notification to the PPRAQD detailing the changes and obtain PPRAQD approval. RSM reuse requirements detailed in Item 35 below may be reinstated based on changes to the current disposal practice.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Davie

EPGMD License Number: SW-WP00017-08
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35. REUSE OF RECOVERED SCREEN MATERIALS

1. Testing and Analysis Requirements:

General testing and analysis requirements will follow those outlined in Appendices B and C of the final Guidelines for the Management of Recovered Screen Material from C&D Debris Recycling Facilities in Florida (Guidance Manual) dated September 28, 1998, created by the Florida Department of Environmental Protection Solid Waste Division in conjunction with industry representatives. The Guidance Manual is attached as Exhibit A. Atlas-Davie, Inc. submitted the general testing requirements outlined in the Guidance Manual as part of the application to modify their operating permit. The testing and analysis requirements presented in Appendices B and C of the Guidance Manual that are approved for this application only and approval is limited to Appendices B and C of the Guidance Manual.

A. Baseline testing:

Waste Magic Central Recycling participated in the studies performed by University of Florida and Florida Atlantic University. As a result, the baseline testing will be considered complete for the Waste Management Inc. of Florida Davie site.

B. Compliance testing:

- (1). Compliance testing requirements will apply to all RSM generated after the baseline testing is/was completed. The approved testing method shall be to obtain one 8 hour composite sample, consisting of hourly subsamples, from the conveyor belt or conveyor belt discharge as the RSM is produced. One 8-hour composite sample of RSM generated at the site must be collected using the FDEP approved Standard Operating Procedures in Appendix B of the Guidance Manual at a frequency of every 1,000 tons of RSM or weekly, whichever is less frequent, and transported to the laboratory for analysis. At the laboratory, four randomly selected aliquots of the weekly composite sample must be obtained and one of those aliquots must be analyzed for total arsenic using EPA Method 3050. If the arsenic concentration resulting from this analysis is greater than the soil cleanup goal for arsenic in industrial settings, then the remaining three aliquots must be analyzed for arsenic using EPA Method 3050. The single arsenic concentration, if only one aliquot is analyzed, or the geometric mean concentration for arsenic of all four aliquots, if all four aliquots are analyzed, shall be considered the resulting arsenic concentration for the weekly composite sample.
- (2). At a frequency of every 10,000 tons or every three months, whichever is less frequent, another 8-hour composite sample must be collected using methods in the SOP in Appendix B of the Guidance Manual, and transported to the laboratory for analysis. At the laboratory, four randomly selected aliquots of the quarterly composite sample must be obtained with each one analyzed for total arsenic, lead and chromium using EPA Method 3050. In addition, a Synthetic Precipitation Leaching Procedure (SPLP) extract, EPA Method 1312, of one aliquot must be prepared and analyzed for volatile organic compounds using EPA Method 8260 and for semi-volatile organic compounds using EPA Method 8270. The geometric mean concentration for arsenic and the mean concentrations for the other metals of all four aliquots analyzed and the single SPLP organic analyses shall be considered the resulting concentrations for the quarterly composite sample.

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- (3). At anytime a significant change in the operation or source material occurs, or changes in the quarterly sampling results indicate significant changes from the baseline data, the baseline testing protocol will be reconfirmed.
- (4). After six months of routine (weekly & quarterly) sampling at a new or existing facility, the owner/operator may request a reduction in the sampling parameters and/or frequencies. The FDEP evaluation of this request will be based upon the results of the weekly and quarterly sampling and other relevant data for the facility.

C. Sampling Protocol

- (1). Samples can be collected by personnel from either the recycling facility or a FDEP approved laboratory provided the SOP in Appendix B of the Guidance Manual is followed.
- (2). Laboratories conducting the analysis must have a FDEP approved Comprehensive Quality Assurance Plan (CompQAP) in accordance with the requirements of Chapter 62-160, F.A.C. Analysis of the SPLP extracts must be conducted using detection levels at or below FDEP ground water standards and criteria.

D. Data analysis

- (1). Analysis of raw data will be performed using the procedures outlined in Appendix C of the RSM Guidance Manual. If the data for a chemical of concern (COC) is normally distributed, then the arithmetic means and the upper 95 percent confidence limits for the means shall be calculated using the calculation method provided in Appendix C of the Guidance Manual.
- (2). If the data for a COC is not normally distributed, then a lognormal transformation of the data is allowed using the calculation method provided in Appendix C of the Guidance Manual. If the log transformed data are normally distributed, then the transformed data can be used to calculate the geometric mean and the upper 95 percent confidence limit value for the COC. The procedures in Appendix C must be followed for this transformation.

E. Reporting

Quarterly Report - Two complete sets of all laboratory reports showing results of the routine composite (weekly & quarterly) sampling, results of the leaching tests, and a summary of the data must be submitted (use of electronic means subject to PPRAQD approval) to the PPRAQD office. The summary of the routine sampling data must include the following:

The summary shall be in a table format and shall list the analytical results for the COC's evaluated in each weekly, 8-hour composite sample analyzed during the quarter and any COC identified during the quarterly sampling. The table shall also include information showing the FDEP's soil cleanup goal corresponding to each COC. For the purpose of this summary, a COC is one which exceeds the direct exposure residential risk level or leachability goal listed in the FDEP's soil cleanup goals.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Davie

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2. Resolution Guidance:

Since RSM comes from solid waste and is not considered clean debris by the PPRAQD, the RSM shall be disposed in a permitted landfill or may be used as daily cover at a permitted landfill, unless beneficial reuses of RSM are approved by the PPRAQD as noted below.

A. Arsenic level less than residential risk levels.

If the weekly composite samples yield results less than the residential risk levels for direct exposure and leachability, the RSM may be distributed in all settings, including residential, except in locations which are surface waters, areas of exposed ground water, wetlands, or borrow pit reclamation areas. PPRAQD approval for reuse is not required provided that the operator is following the test requirement established in Part 1 of this attachment. The operator shall provide appropriate notification to the end user of the RSM. The notification, at a minimum, must include the following language:

“This material has been recovered from construction and demolition debris. The Environmental Protection and Growth Management Department has approved the use of this material, based on operator testing, as fill in residential settings with some restrictions. Its use has not been approved as fill in surface water bodies, areas of exposed ground water, in wetlands, or in borrow pit reclamation areas.”

B. Arsenic greater than residential risk levels.

If the weekly composite samples yield results greater than the residential risk levels for direct exposure and leachability the RSM may be distributed to a permitted landfill or used as daily cover at a permitted landfill. Other uses of RSM will require PPRAQD approval as noted below.

- (1). The RSM may be used in a manner approved by the PPRAQD which will manage the risk on a case by case basis.
- (2). The RSM may be used at sites approved by the PPRAQD to accept RSM that yields results greater than residential risk levels for direct exposure and leachability if the risks levels fall within risk levels established for that site.

C. Blending/Reprocessing

- (1). When RSM exceeds the residential risk levels for Arsenic, the operator may, at his option, blend the RSM with other stockpiled (previously tested) RSM or reprocess the material with incoming C&D debris. If blending is chosen, the quantities of fresh and other stockpiled (previously tested) RSM may be calculated using the procedures in Appendix C of the RSM Guidance Manual and after thorough mixing be distributed without additional testing. If reprocessing is chosen, the RSM may be comingled/mixed with the incoming waste stream and reprocessed through the operation, the regenerated RSM will then be subject to routine compliance testing.



Environmental Protection and Growth Management Department
POLLUTION PREVENTION, REMEDIATION AND AIR QUALITY DIVISION
Mailing Address: 115 South Andrews Avenue, Room A-240, Fort Lauderdale, Florida 33301
954-519-1260 • FAX 954-765-4804

NOTICE OF PERMIT ISSUANCE

CERTIFIED MAIL 7006 2760 0001 1766 7471
RETURN RECEIPT REQUESTED

In the Matter of an
Application for Permit by:

PERMITTEE:

Mr. Tim Hawkins, Vice President
Waste Management Inc. of Florida
2700 NW 48 Street
Pompano Beach, FL 33073

EPGMD License Number: SW-WP00017-08
DEP Permit Number: 0133579-011-SO
I.D. Number: 00055468

Broward County, Florida

Dear Mr. Hawkins:

Enclosed is Permit Number 0133579-011-SO to continue operating a Solid Waste Management Facility issued pursuant to Sections 403.087, Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the

Department for notice of agency action may file a petition within fourteen days of receipt of such notice. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information.

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Mr. Tim Hawkins, Vice President
Waste Management Inc. of Florida

DEP Permit Number: 0133579-011-SO
EPGMD License Number: SW-WP00017-08

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

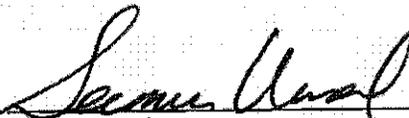
Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Glenn Malmstrom of this office, telephone number (954) 519-1402.

Executed in the City of Plantation, Florida.

BROWARD COUNTY ENVIRONMENTAL
PROTECTION AND GROWTH MANAGEMENT DEPARTMENT


Sermin Unsal
Environmental Licensing Manager

12/31/08
Date

SU/gm

Attachments: Permit Number 0133579-011-SO

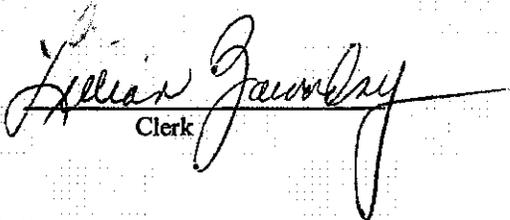
Mr. Tim Hawkins, Vice President
Waste Management Inc. of Florida

DEP Permit Number: 0133579-011-SO
EPGMD License Number: SW-WP00017-08

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on 1/2/09 to the listed persons.

FILING AND ACKNOWLEDGMENT: FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk

1/2/09
Date

Copies furnished to:

Richard Tedder, SW/TLH – via electronically
Chris McGuire, OGC/TLH – via electronically
Stephen Brown, DEP/SED – via electronically



ENVIRONMENTAL PROTECTION DEPARTMENT
 Pollution Prevention and Remediation Division
 Mailing Address: 115 South Andrews Avenue, Room A-240
 Fort Lauderdale, Florida 33301
 954-519-1260 · FAX 954-765-4804 · www.broward.org/environment

SOLID WASTE MANAGEMENT LICENSE

EPD License Number: SW-WP00021-07
 DEP Permit Number: 0131666-005-SO
 I.D. Number: 055390

APPLICANT:

Waste Management Inc. of Florida
 Attention: John Casagrande, Vice President
 2700 N.W. 48 Street
 Pompano Beach, FL 33073
 Phone: (954) 984-2000

FACILITY NAME/ADDRESS:

Delta Recycling Pompano
 1951 N POWERLINE RD
 Pompano Beach, FL 33069
 OPERATOR: Waste Management Inc. of Florida
 ATTN: Mr. Joe Gagne, District Manager

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: A 3000 cubic yards per day material recovery facility utilizing a concrete pad for the receipt and processing of construction and demolition debris, yard trash, clean debris, and recovered materials. The materials are sorted into recyclable constituents and non-processable material. The recyclable materials will be paper, cardboard, aluminum, glass, ferrous and non-ferrous metals, plastic, wood, and mulch.

Prepared By: Glenn Malmstrom
 Application Received: 01/23/2007
 Date of Issue: 08/30/2007
 Renewal App. Due: 01/31/2012
 Expiration Date: 03/31/2012


 Environmental Protection Department

SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by the Environmental Protection Department (EPD) pursuant to the Code. EPD will review this license periodically and may revoke or suspend the license and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension and/or enforcement action by EPD.
3. In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the Licensee shall notify EPD within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the Licensee shall submit a written report to EPD that describes the incident, its cause, the measures being taken to correct the problem and prevent its recurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
5. This license must be available for inspection on the Licensee's premises during the entire life of the license.
6. By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under the Code, except where such use is prohibited by Section 403.111, Florida Statutes.
7. **The Licensee agrees to comply and shall comply with all provisions of the most current version of the Code.**
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The Transferor shall remain liable for performance in accordance with the license until the Transferee applies for and is granted a transfer of license. The Transferee shall be liable for any violation of the Code that results from the Transferee's activities. The Transferee shall comply with the Transferor's original license conditions when the Transferee has failed to obtain its own license.
9. The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPD personnel for the purposes of inspection and testing to determine compliance with this license and the Code.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. If the Licensee wishes to renew the license or extend its term, the Licensee should make application sixty (60) days prior to its expiration, including payment of all appropriate fees. Expired licenses are not renewable.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Pompano

EPD License Number: SW-WP00021-07
FDEP Permit Number: 0131666-005-SO

SPECIFIC CONDITIONS:

1. Only construction and demolition debris (C & D), yard trash, clean debris, and recovered materials as defined in Section 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. C & D is processed into the following recyclable materials: paper, cardboard, aluminum, glass, ferrous and non-ferrous metals, plastic, wood, and mulch.
2. The Licensee shall not accept or process any putrescible wastes or material suspected of being asbestos, processed tires, hazardous or biomedical wastes. Should any asbestos, hazardous and/or biomedical wastes be delivered at the facility, the licensee shall immediately notify the EPD, and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the EPD.
3. The Licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures.
4. An operator shall be on duty whenever the facility is operating. At least one spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.
5. Each incoming load shall be inspected before being allowed to be deposited at the facility. Any loads containing prohibited material shall be rejected.
6. Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Section 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of the material.
7. All processing of incoming C&D into recyclable materials must be completed within seven (7) working days of receipt on site, except for yard trash and clean untreated wood.
8. The unloading, processing and sorting of all solid waste shall be conducted within separate designated areas on the concrete pad as provided in the license application.
9. All recyclable materials, except clean debris, yard trash, and untreated and unpainted wood shall be stored under cover, or kept in storage containers, or kept on the concrete slab. These materials shall be removed from the site when a container load is generated. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt on site.
10. Sand and dirt separated from construction and demolition debris shall be shipped to an approved landfill for disposal or use as daily cover.
11. Non-recyclable solid waste separated from the incoming C&D waste stream shall be stored in containers or on the concrete pad and disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site within seven (7) operational days after receipt on site.
12. Within 90 calendar days of receipt, all yard trash and untreated and unpainted wood shall be processed and removed from the site.

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Pompano

EPD License Number: SW-WP00021-07
FDEP Permit Number: 0131666-005-SO

13. C & D, yard trash, wood, or mulch and wood chip piles shall not exceed the following dimensions: width - fifty (50) feet, area - 10,000 square feet, height - eighteen (18) feet.
14. A space shall be provided between all piles to allow access to vehicles, including fire fighting equipment.
15. At no time shall the total accumulation of incoming material and non-recyclable solid waste exceed 31,791 cubic yards, the approved volume detailed in the license application, approved site plan, and approved closure cost estimate.
16. Odors, dust, vectors, and noise shall be strictly controlled at all times. If any of the above are determined to be a problem, the licensee shall promptly take any and all actions necessary to correct the situation. The EPD noise regulations in Article VII of the Code shall be complied with at all times.
17. The licensee shall utilize and maintain the installed dust control screens located to the north and east concrete processing pad, water sprinklers, hoses, and water truck as detailed in the license application.
18. The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.
19. The licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.
20. The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.700, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Florida Department of Environmental Protection
Financial Coordinator - Solid Waste Section
Twin Towers Office Building
2600 Blair Stone Road MS 4565
Tallahassee, Florida 32399-2400

21. The Licensee shall annually provide to the EPD for approval an updated closure cost estimate, in accordance with the requirements of Rule 62-701.630, F.A.C. The closure cost estimates shall be calculated in accordance with rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Broward County Environmental Protection Department
Pollution Prevention and Remediation Division
ATTN: Waste Regulation Section
115 South Andrews Avenue, Room A-240
Ft. Lauderdale, Fl. 33301

APPLICANT: Waste Management Inc. of Florida
FACILITY NAME: Delta Recycling Pompano

EPD License Number: SW-WP00021-07
FDEP Permit Number: 0131666-005-SO

22. The Licensee shall implement and maintain a ground water monitoring plan which meets the criteria set forth in Rule 62-701.510 and Chapter 62-522, F.A.C. Detection wells shall be sampled and analyzed at least semi-annually for the following parameters:

<u>Field Parameters</u>	<u>Laboratory Parameters</u>	
pH	Aluminum	Cadmium
Turbidity	Chlorides	Chromium
Temperature	Nitrate	Lead
Specific Conductivity	Sulfate	Mercury
Dissolved Oxygen	Total Dissolved Solids	Ammonia
Water elevations	Iron	Phenols
Colors and sheens (by observation)	Sodium	Those Parameters listed in EPA Methods 601 and 602
	Arsenic	

Background water quality shall be sampled and analyzed in accordance with the provisions of Rule 62-701.510(6)(a), F.A.C. In addition, all background and detection wells shall be sampled and analyzed at least once prior to permit renewal for those parameters listed in Rule 62-701.510(8)(a), F.A.C.

23. The Licensee shall submit groundwater analytical results to EPD at the address specified above on a semi-annual basis by June 30 and December 30 of each year. The groundwater analytical results should be summarized in letter form and the laboratory reports and Chain of Custody forms should be included as attachments.
24. Upon approval of the Proposed Contamination Evaluation Activities detailed in Section 3.0 of the Ground Water Evaluation Monitoring Plan dated July 3, 2007 evaluation monitoring shall be conducted in accordance with agreements with EPD and the requirements of Rule 62-701.510(7)(a), F.A.C.
25. The Licensee shall notify the EPD in writing prior to any change of the on site operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.
26. A record book shall be kept on site with the following information entered on a daily basis:
- Quantity of solid waste received and processed (by type)(in cubic yards); and
 - Quantity of recyclable material recovered (by type) (in cubic yards); and
 - Quantity of recyclable material marketed (by type) (in cubic yards); and
 - Quantity of solid waste disposed of (by type) (in cubic yards) and identify the disposal location

This information shall be summarized each month and submitted to the EPD by the fifteenth (15th) day of each succeeding month at the address listed above.



ENVIRONMENTAL PROTECTION DEPARTMENT – Pollution Prevention and Remediation Division
Mailing Address: 115 South Andrews Avenue, Room A-240 • Fort Lauderdale, Florida 33301
954-519-1280 • FAX 954-766-4804

NOTICE OF PERMIT ISSUANCE

CERTIFIED MAIL 7001 0320 0004 5041 8065
RETURN RECEIPT REQUESTED

In the Matter of an
Application for Permit by:

PERMITTEE:

Mr. John Casagrande, Vice President
Waste Management Inc. of Florida
2700 NW 48 Street
Pompano Beach, FL 33073

EPD License Number: SW-WP00021-07
DEP Permit Number: 0131666-005-SO
I.D. Number: 00055390

Broward County, Florida

Dear Mr. Casagrande:

Enclosed is Permit Number 0131666-005-SO to continue operating a Solid Waste Management Facility issued pursuant to Sections 403.087, Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the

Mr. John Casagrande, Vice President
Waste Management Inc. of Florida

DEP Permit Number: 0131666-005-SO
EPD License Number: SW-WP00021-07

Department for notice of agency action may file a petition within fourteen days of receipt of such notice. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information.

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

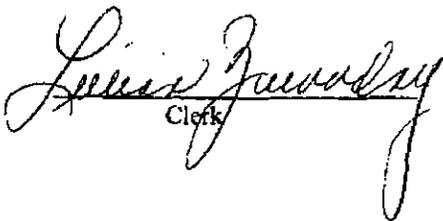
Mr. John Casagrande, Vice President
Waste Management Inc. of Florida

DEP Permit Number: 0131666-005-SO
EPD License Number: SW-WP00021-07

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on _____ to the listed persons.

FILING AND ACKNOWLEDGMENT: FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.


Clerk


Date

Copies furnished to:

Richard Tedder, SW/TLH – via electronically
Chris McGuire, OGC/TLH – via electronically
Stephen Brown, DEP/SED – via electronically