

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

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**692-10165**

**ROLL OFF DUMPSTER SERVICE**



**Rick Andrews**

**954-828-4357**

## Bid 692-10165 ROLL OFF DUMPSTER SERVICE

Bid Number 692-10165  
Bid Title ROLL OFF DUMPSTER SERVICE

Bid Start Date Nov 14, 2008 8:38:00 AM EST  
Bid End Date Dec 2, 2008 2:00:00 PM EST  
Question & Answer End Date Nov 25, 2008 5:00:00 PM EST

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

Contract Duration See Specifications  
Contract Renewal See Specifications  
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of bulk trash, construction & demolition debris, garbage, recyclable materials and yard waste through the use of Contractor owned roll-off dumpsters serviced by Contractor owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

The initial contract term shall commence on January 6, 2009 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 two (2) additional one (1) year terms 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.

Added on Nov 24, 2008:

1. ADDENDUM NO. 1 issued to clarify cost adjustment applies for disposal costs of garbage only and to add Bid Item 692-10165-1-19 - Garbage Only Disposal Cost.
2. Bid End date for Tuesday, December 2, 2008 at 2:00 PM remains unchanged.

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Changes made on Nov 24, 2008 3:35:58 PM EST

New Documents 10165 Roll Off Dumpster Service ADDENDUM NO. 1.pdf

Changes were made to the following items:

[Garbage Only Disposal Cost](#)

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### Item Response Form

Item	692-10165-1-01 - 30 Yard Roll-Off Dumpster for Bulk Items - Snyder Park
Quantity	56 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>

Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 56

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR BULK ITEM FOR SYNDER PARK TRANSFER RAMP. TWO (2) 30 YARD DUMPSTERS WILL BE REQUIRED FOR THIS LOCATION FOR A TOTAL ESTIMATED 56 PULLS PER MONTH. SEE ATTACHMENT A OF ITB PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES.

Item 692-10165-1-02 - 30 Yard Roll-Off Dumpster for Horticulture Items - Snyder Park  
 Quantity 10 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 10

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR HORTICULTURE ITEMS FOR SYNDER PARK TRANSFER RAMP. ESTIMATED 10 PULLS PER MONTH. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-03 - 20 Yard Roll-Off Dumpster for Garbage Items - Mills Pond Park  
 Quantity 18 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 18

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 20 YARD DUMPSTER FOR GARBAGE ITEMS FOR MILLS POND PARK. TWO (2) 20 YARD DUMPSTERS WILL BE REQUIRED FOR THIS LOCATION FOR A TOTAL ESTIMATED 18 PULLS PER MONTH. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-04 - 20 Yard Roll-Off Dumpster for Garbage Items - Special Projects and Events  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description

ENTER AN EACH PRICE FOR ONE (1) ROLL-OFF 20 YARD DUMPSTER FOR GARBAGE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-05 - 20 Yard Roll-Off Dumpster for Bulk Items - Special Projects and Events  
 Quantity 12 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 12

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 20 YARD DUMPSTER FOR BULK ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 12 PULLS PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-06 - 20 Yard Roll-Off Dumpster for Horticulture Items - Special Projects and Events  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 20 YARD DUMPSTER FOR HORTICULTURE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-07 - 20 Yard Roll-Off Dumpster for C&D Items - Special Projects and Events  
 Quantity 6 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 6

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 20 YARD DUMPSTER FOR CONSTRUCTION AND DEMOLITION (C&D) ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 6 PULLS PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-08 - 20 Yard Roll-Off Dumpster for Recycle Items - Special Projects and Events  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 20 YARD DUMPSTER FOR RECYCLE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-09 - 30 Yard Roll-Off Dumpster for Garbage Items - Special Projects and Events  
 Quantity 3 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 3

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR GARBAGE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 3 PULLS PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-10 - 30 Yard Roll-Off Dumpster for Bulk Items - Special Projects and Events  
 Quantity 12 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 12

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR BULK ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 12 PULLS PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-11 - 30 Yard Roll-Off Dumpster for Horticulture Items - Special Projects and Events  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description

ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR HORTICULTURE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-12 - 30 Yard Roll-Off Dumpster for C&D Items - Special Projects and Events  
 Quantity 3 each

Unit Price

Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 3

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR CONSTRUCTION AND DEBRIS (C&D) ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 3 PULLS PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-13 - 30 Yard Roll-Off Dumpster for Recycle Items - Special Projects and Events

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 30 YARD DUMPSTER FOR RECYCLE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-14 - 40 Yard Roll-Off Dumpster for Bulk Items - Special Projects and Events

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 40 YARD DUMPSTER FOR BULK ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-15 - 40 Yard Roll-Off Dumpster for Horticulture Items - Special Projects and Events

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 40 YARD DUMPSTER FOR HORTICULTURE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

SERVICES

Item 692-10165-1-16 - 40 Yard Roll-Off Dumpster for C&D Items - Special Projects and Events  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 40 YARD DUMPSTER FOR CONSTUCTION AND DEBRIS ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-17 - 40 Yard Roll-Off Dumpster for Recycle Items - Special Projects and Events  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR ONE (1) ROLL-OFF 40 YARD DUMPSTER FOR RECYCLE ITEMS FOR SPECIAL PROJECTS AND EVENTS. ESTIMATED 1 PULL PER YEAR. SEE ITB ATTACHMENT A OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Item 692-10165-1-18 - Service Charge  
 Quantity 1 each  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
 Qty 1

Description  
 ENTER A PRICE FOR A SERVICE CHARGE TO PROVIDE ADDITIONAL SERVICE SUNDAY, SPECIFIC HOIDAYS, NIGHT SERVICE 5:00 PM TO 7:00 AM AND PRIORITY OR EMERGENCY SERVICE. SEE ITB OF PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, SECTION 2.12.

Item 692-10165-1-19 - Garbage Only Disposal Cost  
 Quantity 1 cubic yard  
 Unit Price   
 Delivery Location City of Fort Lauderdale  
 See ITB Specifications

See ITB Specifications  
Fort Lauderdale FL 33301  
Qty 1

Description

ENTER A PER CUBIC YARD COST FOR DISPOSAL OF GARBAGE ONLY. THE COST ENTERED MUST BE THE SAME AS INCLUDED IN THE BID PRICE FOR GARBAGE COLLECTION AND DISPOSAL BID ITEMS. ANY ALLOWED INCREASE IN THE COST OF DISPOSAL AT BROWARD COUNTY INCENERATORS MAY BE PASSED ON TO THE CITY AS PROVIDED FOR IN ITB PART I - SPECIAL CONDITIONS, PARAGRAPH 1.03 PRICE ADJUSTMENT AS REVISED BY ADDENDUM NO. 1.

Changes made on Nov 24, 2008 3:35:58 PM EST

Previous Title

New Title Garbage Only Disposal Cost

Added Item

**ADDENDUM NO. 1**

**INVITATION TO BID (ITB) 692-10165**

**ROLL OFF DUMPSTER SERVICE**

**ISSUED November 24, 2008**

1. This Addendum is being issued to make the following revisions:

- a. **PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**, section 1.03 **PRICE ADJUSTMENT** second paragraph has been revised

“Upon City approval, any increase in the cost of disposal of garbage only material at the Broward County incinerators may be passed on to the City by increasing the DISPOSAL COST PER CUBIC YARD by the same percentage increase as the cost of disposal at the incinerators. The Contractor will provide the City sixty (60) days advance notice for the new price to be effective (generally October 1<sup>st</sup>).”

- b. **Item Response Form** (Bid Sheet) has been revised to add Item 692-10165-1-19 – Garbage Only Disposal Cost.

**2. The Item Response Form (Bid Sheet) has been revised. Bidder must utilize the revised Item Response Form to enter and submit all bid prices.**

2. Bid end date remains unchanged for **Tuesday, December 2, 2008 AT 2:00 PM**

All other terms, conditions, and specifications remain unchanged.

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

This Addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the ITB.

Acknowledged and Accepted:

Bidder Company Name: \_\_\_\_\_  
 (Please print)

Bidder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITATION TO BID (ITB) 692-10165  
ROLL-OFF DUMPSTER SERVICE****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 collection and disposal of bulk trash, construction & demolition debris, garbage, recyclable materials and yard waste through the use of Contractor owned roll-off dumpsters serviced by Contractor owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

**1.02 CONTRACT TERM**

The initial contract term shall commence on January 6, 2009 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 two (2) additional one (1) year terms 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.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**1.03. PRICE ADJUSTMENT**

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

Upon City approval, any increase in the cost of disposal of garbage, bulk and C&D material at the Broward County incinerators may be passed on to the City by increasing the DISPOSAL COST PER CUBIC YARD by the same percentage increase as the cost of disposal at the incinerators. The Contractor will provide the City sixty (60) days advance notice for the new price to be effective (generally October 1<sup>st</sup>).

The current tip fee for FY 08/09 beginning October 2008 is \$ 96.86/ton. The Resource Recovery Board announces the annual tip fee generally in the month of May of each year. The Contractor may submit a written request in the month of June to adjust the tip fee for the next fiscal year beginning in October.

The City may, after examination, refuse to accept the adjusted price lists if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the price adjustments and the matter cannot be resolved to the satisfaction of the City the contract may be cancelled by the City with thirty (30) days written notice to the Contractor.

#### **1.04 SITE VISIT**

It will be the sole responsibility of the bidder to inspect the City's location(s) as listed in Attachment A prior to submitting a bid. 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 themselves with the nature and extent of the work, and the equipment, materials, and labor required.

#### **1.05. MONTHLY INVOICING**

The bill or invoice for services rendered under this contract shall be prepared monthly in a manner specified by the Contract Coordinator and rendered for payment to the City of Fort Lauderdale's Finance Department in the month following the month within which the services were received. The City retains the right to require separate invoices for each department receiving solid waste collection services from the Contractor. However, initially, regularly scheduled services provided to all departments will be billed to the Public Works Department. "On-Call" roll-off service will be billed directly to the user City department. Invoices shall be clear and conform to specifications so that they can be checked for accuracy. The information on the invoice will include:

1. Request: name and department
2. Billing account number
3. Location name
4. Location address
5. Number of containers at the location
6. Size of containers (in cubic yards)
7. Number of pickups
8. Total unit cost (per container/cubic yard)
9. Service Charge, if applicable

The Contract Coordinator must approve information on the Contractor's monthly invoice or bill.

Contractor will supply disposal tonnage at the City's request.

#### **1.08. INFORMATION OR CLARIFICATION**

For information contact Rick Andrews, Procurement Specialist II, at (954) 828-4357 or [randrews@fortlauderdale.gov](mailto: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.

Any questions that Bidders wish to have addressed and which might require an addendum should be submitted through the BidSync website at [www.BidSync.com](http://www.BidSync.com) no later than the time specified. If required, a written addendum will be issued.

#### **1.09. ELIGIBILITY**

To be considered for award of a contract, the bidder must demonstrate that they, or the principals assigned to the project, have a minimum of five (5) years contract experience in the operation of a solid waste roll-off collection service for a municipality or enterprise requiring similar services as specified in this ITB. The bidder must provide a list of terminated and existing collection contracts including contact information and contract copies for verification purposes documenting five (5) years experience when

requested by the City.

The Bidder shall be required to demonstrate to the satisfaction of the City that they are financially viable, have sufficient equipment, experienced personnel, and the expertise to perform the services required by this ITB. The City may conduct a site visit of the contractor's facilities as part of the City's determination of the Bidder's responsiveness and responsibility to perform to the requirements of this ITB.

#### **1.10. ADDITIONAL ITEMS / DUTIES**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method, which is the same, or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

#### **1.11. PUBLIC ENTITY CRIMES**

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

#### **1.12. INSURANCE**

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

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

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

b. Coverage for hazards commonly referred to as “explosion, collapse and underground”, exclusions – on contract contracts only.

#### Automobile Liability Insurance

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

Limits: Bodily injury	\$ 250,000 each person
	\$ 500,000 each occurrence
Property damage	\$ 100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined) each occurrence
General aggregate limit	\$2,000,000

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

In the event that the Bidder is recommended for award of a contract, the Bidder will be required to provide a certificate of insurance within 15 days naming the City as an “additional insured” for both General Liability and Automobile.

Certificate holder should be addressed as follows:

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

#### **1.13. 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.

#### **1.14. LOBBYING ACTIVITIES**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any Bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk’s Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City’s website at

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

#### **1.15. GENERAL CONDITIONS**

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

#### **1.16. NO EXCLUSIVE CONTRACT**

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.

#### **1.17. 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.

#### **1.18 CONTRACT COORDINATOR**

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

Liaison with Contractor.

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

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

Conduct weekly informational meetings with Route Supervisor

#### **1.19 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 contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the 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.

#### **1.20 PERMITS, TAXES, LICENSES, FRANCHISE FEES**

Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale.

[http://www.municode.com/resources/ClientCode\\_List.asp?cn=Fort%20Lauderdale&sid=9&cid=2247](http://www.municode.com/resources/ClientCode_List.asp?cn=Fort%20Lauderdale&sid=9&cid=2247)

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

The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the City.

A City Occupational License is required if place of business or office is located within the City limits.

The fee is based on capacity weight of the truck. Broward County requires an occupational license and the fee is based on the number of owners and employees of the company.

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

Franchise FEE of 17% shall apply to gross receipts and payable to the City as prescribed in Chapter 24 Code of Ordinances City of Fort Lauderdale.

### 1.21. BIDSYNCH

The City of Fort Lauderdale will use BidSync, [www.BidSync.com](http://www.BidSync.com), to distribute and receive bids and proposals. There is no charge to vendors and contractors to register and participate in the solicitation and award process. Bidders may also submit original bids directly to the City of Fort Lauderdale, Department of Procurement Services, 100 N. Andrews Avenue, Room 619, Fort Lauderdale, FL 33301 by the time and date specified in the ITB.

### 1.22. BID TABULATIONS / INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](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 Office at 954-828-5933

## PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 2.01. DEFINITIONS

Solid Waste – Solid waste shall include, without limitation, all waste accepted at the Broward County incinerators as processable waste including; garbage, food scraps, food containers, rubbish, refuse and garden or horticultural trash. Construction debris is excluded.

Recyclable Material – Those items that are acceptable for resource recovery such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc.

Bulk Waste - Those items that are not acceptable as processable waste at the Broward County incinerators such as, metal furniture, white goods, small appliances, etc.

Construction & Demolition - unprocessable building debris including wire, iron pile, concrete rubble, mixed roofing materials, rock, gravel and other earthen materials, etc.

### 2.02. PERFORMANCE BY THE CONTRACTOR

The Contractor shall collect and dispose of solid waste, bulk trash, construction and demolition debris and recyclable material from various City locations. Collections are to be made from bulk containers or dumpsters (20, 30, or 40 cubic yards in size) by use of roll-off loader trucks. Container lease and maintenance charges, if any, must be included as an integral part of the collection cost per cubic yard.

Attachment A is a list indicating location, number, size of containers, etc. Locations, sizes of containers and frequency of pickup listings are estimates only, actual service levels could be different

due to the changing nature/volume of solid waste generated. The Collection Cost per cubic yard, Disposal Cost per cubic yard, Total Cost per cubic yard must be the same for every location.

During the contract period, as requirements change, the Public Works Department may make any changes to this list as necessary by notifying the Contractor. Changes may include location increase or decrease in number and/or size of containers and the frequency of pickup. Contract costs shall remain the same regardless of increases or decreases in service.

### **2.03. COMPLAINTS**

The Contractor shall make every possible effort to resolve all complaints within twenty-four hours from the receipt of the complaint by the Contractor. User departments will file complaints with the Contract Coordinator who will pass them on to the Contractor. If the Contractor does not satisfy a complaint within the time specified, the City will take corrective action and the Contractor will pay all costs incurred by the City in doing so by deduction from the monthly invoice.

### **2.04. MISSED COLLECTIONS**

In the event that individual units are missed during regular scheduled collection, or if missed during a prearranged Special Event whereas it is determined that the roll-off container must be emptied or removed (example from the roadway), the Contractor shall have two hours after he is called or otherwise notified to provide service. If the Contractor fails to collect from the missed units within two hours of scheduled collection or Special events (except in case of emergencies) or otherwise fails to comply with any of the terms, conditions and specifications of this contract, the City may, with its own forces or others, cause the solid waste to be collected or otherwise perform specified services and charge the cost of performance including overhead to the Contractor by deducting said cost from the monthly invoice.

### **2.05. DAMAGE TO PROPERTY**

Collectors shall use extreme care to prevent damage to property of customers and the Contractor shall be responsible for any damage to such property proven to be caused by the negligence of his agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the City.

### **2.06. HOURS / DAYS OF OPERATION**

Collections, delivery and pickup shall be made with a minimum of noise and disturbance between the hours of 7:00 am and 5:00 pm. The Contract Coordinator must approve change to these hours.

Roll-off service will be provided Monday - Saturday.

Holidays: roll-off service shall be provided on all holidays. However, the following holidays are Subject to an additional Service Charge: News Years Day, Memorial Day, Fourth of July Day, Labor Day, Thanksgiving Day and Christmas Day.

Special Events: roll off service shall be provided for special events, which may involve Holidays, Sundays and special night hours of 5:00pm-7:00am.

### **2.07. CONTAINER LOCATION / SIZE / FREQUENCY OF SERVICE**

See Attachment A – for scheduled roll-off service.

- On Call service will be on “as needed” basis.

### **2.08. SPILLAGE AND LITTER**

The Contractor shall not litter premises in the process of making collections and shall report any unsanitary conditions of premises, spillage, and litter and/or overflow situations to the Contract Coordinator. During hauling, all solid waste materials shall be contained, and/or enclosed so that leaking, spilling or blowing of material is prevented. The Contractor shall promptly clean up any spillage that results from his operation. Contractor shall report to the Contract Administrator any location that is continuously overflowing with material or not using the provided containers properly so remedial action can be implemented.

## 2.09. COLLECTION AND DISPOSAL OF SOLID WASTE

The Contractor will be responsible for the collection and disposal of solid waste in accordance with his license to perform such services to the City. The City currently participates in an Inter-Local Agreement (ILA) with Broward County until July 2013 requiring that all processable waste be disposed at one of two Wheelabrator Waste To Energy Plants located in Broward County Florida. FY 08/09-tip fee is \$ 96.86. If disposal fees for City-approved sites are increased during the contract period (generally October 1<sup>st</sup> each year) at no fault of the Contractor, then the City Manager has the authority to approve an increase as provided for in the Contract Cost Adjustments paragraph of this agreement.

### TYPES OF MATERIAL:

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

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

Unacceptable Waste: The term “unacceptable waste” shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludge, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

Recyclable Material: The term “recyclable material” is material that is separated and recycled at the source of generation that has a resource recovery value such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc,

- The following disposal sites have been approved for processable waste:

Wheelabrator North Plant\*: 2600 NW 48<sup>th</sup> Street Pompano Beach, Florida 33073

Wheelabrator South Plant\*: 4400 South State Road 7 Ft. Lauderdale, Florida 33314

\*Note Contractor pays disposal fee for disposal at these facilities.

- The following disposal site has been approved for recyclable material:

Delta Recycling – Davie\*\*  
 3250 SW 50<sup>th</sup> Avenue  
 Davie, Florida 33314  
 954-581-1740

\*\*Note there is no disposal fee for City recyclable material at this location

- The following disposal site has been approved for bulk trash and construction and demolition materials:

Any licensed facility accepting bulk trash and construction and demolition material\*\*\*.

\*\*\*Note Contractor pays disposal fee for disposal at this facility.

## 2.10. CHANGES IN SERVICE LEVEL – ORDERING ON-CALL SERVICE

The Contract Coordinator must make all requests for changes in regularly scheduled service level under this contract in writing. If a request for a change in service level is made by a City user department other than Public Works, the Contractor will not act upon that request but instead inform the requesting party that they must process their request through the Public Works Department Contract Coordinator.

Requests for On-Call roll-off container service may be made directly by the user departments to the contractor. Contractor will be responsible to obtain billing information and invoice the user department for services.

## 2.11. TRUCKS AND BULK CONTAINERS

All trucks and bulk containers provided by the Contractor to be used in the service of this contract will be maintained in good condition and appearance. The trucks must be equipped with appropriate container lifting devices. The Contractor will be responsible for all operating and maintenance costs associated with providing services under this contract. The Contractor must own equipment used in the service of this contract.

Trucks and containers must display the company's name and phone number.

All containers must display a 4-6 inch cubic yard sticker on the front side indicating the size of the container for auditing and billing purposes.

Containers must be well maintained, freshly painted, and above average in appearance.

Containers must be maintained in a clean and sanitary condition including odor control.

Containers must be returned to the original storage location.

## 2.12. DELIVERIES AND SERVICE

A. General Delivery: Containers will be delivered and picked up within 48 hours of City request Monday – Saturday (6 days) to sites approved by the city per all-inclusive contract rates. Reoccurring scheduled service is listed in attachment A.

B. Special Events: (ON-CALL) Sunday-Saturday (7 days)  
 : Priority and Emergency Service (within 2 hours)

General Delivery service rates shall apply to pre-scheduled special events.  
 Monday – Saturday 7:00am-5:00pm.

C. **SERVICE CHARGE:** Contractor shall provide an additional service charge for service on Sunday, specific Holidays, night service 5:00pm-7:00am and priority or emergency service.

Priority or Emergency Service is delivery of roll-off service within 2 hours of notification. (In the event that the Contractor fails to deliver roll-off container within 2 hours Service Charge shall not apply.)

Service Charge will apply per container per dispatch or mobilization.

Single dispatch example....deliver container

Single dispatch example....empty & return

Single dispatch example....pick-up

It is recommended that the Service Charge be calculated on a 3-hour operating window. Example: 3 hour Labor call-in pay, drive to job site, pick-up container, drive to disposal facility, and return to yard. When there is an occurrence that multiple containers have been ordered and service is required under this special event service charge provision, then the Service Charge may be applied for each container.

- \* The majority of roll-off use is intended to be under General Delivery terms & conditions. However, based on the City's needs, the Contractor agrees to provide service when requested and the City agrees to pay the Contractor an additional Service Charge above the General Delivery contracted rate. Below is a historical list of usage examples:

#### Special Event Previous Quantities

Miscellaneous	1-2 dumpsters per month
Christmas Day	0
Air & Sea Show	6 dumpsters serviced 2 days @ 4:00am 1 time per year
New Years Eve	4 dumpsters 1 time per year with New Years Day pickup
Priority Service	1 dumpster year / disaster, fire, etc

## **2.13. BUSINESS PLAN**

Bidder should provide the following business plan attachments with the bid submittal:

- A. Equipment Inventory: Submit a listing of your equipment and include, but not limit to; make, body type, size, chassis model, year, condition and whether owned or leased.
- B. Business References: List a minimum of three business references and include; name, type of business, address, owner and telephone number.
- C. Cancellation/Termination of Contracts: List any leases and/or contracts for the collection and disposal of solid waste held by your organization that have ever been cancelled or terminated before the end of the contract term by either party. Include the municipality or business name, location and circumstances.
- D. Personnel Qualifications: List your personnel qualifications and include; name of the person who will perform contract services, position, qualifications and years experience.
- E. Operational Experience: List your operational experience for both municipality and non-municipality service. Include the municipality or business identity, period of operation, name of an officer of the organization whom the City may contact and telephone number.
- F. Facilities: Describe your facilities and location including maintenance operations. Include the number of personnel assigned each type of operation, number of personnel assigned 24-hour service, system radio dispatch and any backup equipment if not previously listed.
- G. Additional Information: If you have additional information that will assist the City in evaluating your bid, submit with your bid proposal as a separate attachment.

## 2.15. FRANCHISE FEES

City franchise fees are not to be included in the bid price. Franchise fees are determined by multiplying the garbage container charge times 17%. Recycling services are exempt from Franchise Fees. Contractor will remit Franchise Fees to the City as prescribed in the license agreement Chapter 24 City of Fort Lauderdale Code of Ordinances.

[http://www.municode.com/resources/ClientCode\\_List.asp?cn=Fort%20Lauderdale&sid=9&cid=247](http://www.municode.com/resources/ClientCode_List.asp?cn=Fort%20Lauderdale&sid=9&cid=247)

**ATTACHMENT A****SCHEDULE OF SERVICES**

The following is a listing of primary collection sites to be serviced under this contract. The City reserves the right to select size and locations of the containers. Information provided in the table for each collection site is intended to provide the bidder with estimates of the amount of equipment necessary to service this contract, and estimates of the TOTAL number of monthly pick-ups per container size required.

**A. Parks & Recreation Transfer Ramp**

Snyder Park  
3299 SW 4th Avenue

Roll-Off Container	Number Required	Usage	Estimated Pulls Monthly	
30 Yd.	2	Bulk	28	(3-4 Times per Week)
30 Yd.	1	Horticulture	10	

Mills Pond Park  
2201 NW 9th Avenue

Roll-Off Container	Number Required	Usage	Estimated Pulls Monthly	
20 Yd.	2	Garbage	9	(1 Time per Week)

**B. Special Projects & Events (quantities "as needed")**

Roll-Off Container	Number Required	Usage	Estimated Pulls Yearly	
20 Yd.	1	Garbage	1	
20 Yd.	1	Bulk	12	
20 Yd.	1	Horticulture	1	
20 Yd.	1	C & D	6	
20 Yd.	1	Recycle	1	
30 Yd.	1	Garbage	3	
30 Yd.	1	Bulk	12	
30 Yd.	1	Horticulture	1	
30 Yd.	1	C & D	3	
30 Yd.	1	Recycle	1	
40 Yd.	1	Bulk	1	
40 Yd.	1	Horticulture	1	
40 Yd.	1	C & D	1	
40 Yd.	1	Recycle	1	

**INVITATION TO BID (ITB) 692-10165  
ROLL-OFF DUMPSTER SERVICE**

**PART III – QUESTIONNAIRE**

Do you have the required liability insurance and will you furnish a Certificate of Insurance with the City named as additional insured prior to the commencement of any contract work?

Yes  No

Do you have Workman’s Compensation Insurance?

Yes  No

Do you have proper licenses/permits required to do work?

Yes  No

Did you attach Business Plan with complete information  
(refer to section 2.13 Business Plan of ITB Part II Technical Specifications)

Yes  No

Contract is scheduled to begin on or about January 6, 2009, can you begin on this date? If not, indicate the date you can begin service.

Yes  No

Have you included an original and 1 copy of your bid response?  
(not applicable to bids submitted through BidSync)

Yes

Provide three (3) Municipal or Business References.

Entity	Contact Person/Title	Phone	Type of Contract /Term
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1)

2)

3)

Bidder Name:

Authorized Signature

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

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

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

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in 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, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

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

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

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

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

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

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

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting 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 will, 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 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 Attorney or the City Attorney designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://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.

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/doc/>).**

Address:   
City:  State:   
Zip:

Telephone No.  FAX No.

E-MAIL:

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):

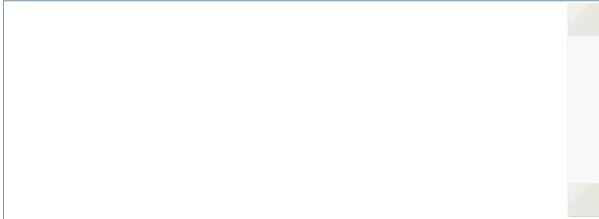
Does your firm qualify for MBE or WBE status (section 1.08): MBE cbb WBE cbb

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

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

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.

Variances:



revised 11-12-08

## Question and Answers for Bid #692-10165 - ROLL OFF DUMPSTER SERVICE

### OVERALL BID QUESTIONS

#### Question 1

1. Pages 2 - 7 of the Item Response Form lists items to bid on asking for unit price, it states in the detail that the price to be entered is a price for a single haul. However, when you look at the specifications of the contract there are numerous references to price per cubic yard, as in 1.03 second paragraph line 2 and 3 discusses disposal cost per cubic yard, section 2.02 performance by the contractor last line, first paragraph discusses collection cost per cubic yard, paragraph 2 same section lines 3 & 4 discuss collection, disposal and total cost per cubic yard.

Our question is should we bid a per haul or a per yard price.

2. Is this a per haul flat rate, including disposal bid or a haul plus disposal (either we provide ticket for pass through price or the city pays disposal directly). I am posing this question as it relates to the garbage or Wheelabrator loads.

3. Franchise fees - are they to be charged or not? Section 1.20 last paragraph states that franchise fees shall apply at a rate of 17% of gross receipts, payable to the city. Whereas, section 2.15 states "City franchise fees are not to be included in this bid price."

4. If this is meant to be a flat rate all inclusive price how can we have a disposal increase when disposal is not broken out? Please see section 1.03 second paragraph.

5. Section 1.16 "No exclusive Contract" Is this saying that the City can enter into new contracts for the same locations or does this refer to additional locations not listed here? (Submitted: Nov 19, 2008 5:08:41 PM EST)

#### Answer

- 1. CORRECT. PRICES ARE TO BE ALL INCLUSIVE FOR EACH SIZE ROLL-OFF DUMPSTER PER HAUL. REFERENCE TO CUBIC YARD IN 1.03 IS FOR DISPOSAL COST ADJUSTMENT.
- 2. YES, PROVIDE HAUL FLAT RATE INCLUDING DISPOSAL.
- 3. FRANCHISE FEES ARE NOT TO BE INCLUDED IN THE BID PRICE AS STATED IN 2.15.
- 4. DISPOSAL INCREASE ADJUSTMENT WILL BE FURTHER DETAILED IN AN ADDENDUM TO THIS ITB.
- 5. IT IS NOT THE CITY'S INTENT TO ENTER INTO MORE THAN ONE CONTRACT. HOWEVER, THE CITY MAY OBTAIN THE SAME OR ADDITIONAL SERVICE IF THE CONTRACTOR CANNOT PROVIDE THE NEEDED SERVICE AS MAY BE IN THE CITY'S BEST INTEREST. (Answered: Nov 20, 2008 4:28:27 PM EST)

#### Question 2

What are the current prices for all services that bids are requested for? (Submitted: Nov 19, 2008 6:07:32 PM EST)

#### Answer

- Garbage Bulk Horticulture C & D Recycling

20 Cubic Yard \$265.00 \$225.00 \$225.00 \$265.00 \$115.00

30 Cubic Yard \$365.00 \$325.00 \$325.00 \$365.00 \$115.00

40 Cubic Yard \$450.00 \$425.00 \$415.00 \$450.00 \$135.00 (Answered: Nov 20, 2008 4:28:26 PM EST)

#### Question 3

Is there a designated disposal facility for horticulture? (Submitted: Nov 24, 2008 9:22:03 AM EST)

#### Answer

- Refer to ITB Part II - Technical Specifications/Scope of Services paragraph 2.09 Collection and Disposal of Solid Waste (Answered: Nov 24, 2008 11:47:39 AM EST)