

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

612-10658

Palm Frond Collection Services - Las Olas Isles



Rick Andrews

954-828-4357

Bid 612-10658 Palm Frond Collection Services - Las Olas Isles

Bid Number 612-10658
Bid Title Palm Frond Collection Services - Las Olas Isles

Bid Start Date Nov 8, 2010 2:58:48 PM EST
Bid End Date Dec 8, 2010 2:00:00 PM EST
Question & Answer
End Date Dec 1, 2010 5:00:00 PM EST

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

Contract Duration 1 year
Contract Renewal 3 annual renewals
Prices Good for 90 days
Pre-Bid Conference Nov 23, 2010 10:00:00 AM EST
 Attendance is optional
 Location: City of Fort Lauderdale
 City Hall
 100 North Andrews Avenue
 4th floor conference room
 Fort Lauderdale, FL 33301.

Bid Comments The City of Fort Lauderdale, Florida is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide palm frond collection services – Las Olas Isles for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

The initial contract term shall commence on March 4, 2011 or date of award, whichever is later, and shall end one (1) year from that date. The City reserves the right to extend the contract for three(3) 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.

A pre-bid meeting has been scheduled for November 23, 2010 at 10:00 a.m., City Hall, 100 North Andrews Avenue, 4th floor conference room, Fort Lauderdale, FL 33301.
Added on Nov 24, 2010:
1. Requirement for Professional Liability (Errors & Omissions) Insurance is deleted from PART I - SPECIAL CONDITIONS, Paragraph 21 Insurance.
2. All other terms, conditions and specifications remain unchanged.
Added on Nov 29, 2010:
1. Add 10658 PreBid Meeting Sign-in Sheet to list of documents available for download.
2. All other terms, conditions and specifications remain unchanged.

Changes made on Nov 24, 2010 2:42:29 PM EST

Changes made on Nov 29, 2010 1:49:05 PM EST

New Documents 10658 PreBid Meeting Sign-in Sheet.pdf

Item Response Form

Item **612-10658-1-01 - Option I - Royal Palm Fronds Collection**
 Quantity **40 week**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 40

Description

Provide a weekly bid price with sufficient labor and equipment for collection and disposal of Royal Palm fronds only up to 5 tons per week based on 1200 unit accounts in accordance with the terms, conditions and specifications of this ITB.

Item **612-10658-1-02 - Option I - Allowance for Disposal Costs (\$3,500)**
 Quantity **1 lot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ALL BIDDERS ARE TO ENTER \$3,500 FOR THIS BID ITEM. Actual disposal costs will be reimbursed to the Contractor by the City based on \$49.98 per ton for an estimated 65 tons per year to transport to the nearest disposal facility, Envirocycle Inc. Refer to ITB Part II -Technical Specifications / Scope of Services, paragraph 2.07.

Item **612-10658-1-03 - Option II - All Species of Palm Fronds Collection - Crew #1**
 Quantity **40 week**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 40

Description

Provide a weekly price for collection and disposal of all palm fronds up to 5 tons per week based on 1200 unit accounts in accordance with the terms, conditions and specifications of this ITB.

Item **612-10658-1-04 - Option II - All Species of Palm Fronds Collection - Crew #2**
 Quantity **1 week**
 Unit Price
 Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Provide a weekly all-inclusive price for Crew #2 for collection and disposal of an additional 5 tons totalling 6 to 10 tons per week based on 1200 unit accounts. The additional labor & equipment crew may include a clamshell truck, rearloader, stakebed, etc. configuration in accordance with Part II - Technical Specifications / Scope of Services, Paragraph 2.06 of this ITB.

Item **612-10658-1-05 - Option II - All Species of Palm Fronds Collection - Crew #3**
 Quantity **1 week**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Provide a weekly all-inclusive price for crew #3 for collection and disposal of an additional 5 tons totalling 11 to 15 tons per week based on 1200 unit accounts. The additional labor & equipment crew may include a clamshell truck, rearloader, stakebed, etc. configuration in accordance with the terms, conditions and specifications of this ITB.

Item **612-10658-1-06 - Option II - All Species of Palm Fronds Collection - Crew #4**
 Quantity **1 week**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Provide a weekly all-inclusive price for crew #4 for collection and disposal of an additional 5 tons totalling 16 to 20 tons per week based on 1200 unit accounts. The additional labor & equipment crew may include a clamshell truck, rearloader, stakebed, etc. configuration in accordance with the terms, conditions and specifications of this ITB.

Item **612-10658-1-07 - Option II - Allowance for Disposal Costs (\$40,000)**
 Quantity **1 lot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

ALL BIDDERS ARE TO ENTER \$40,000 FOR THIS BID ITEM. Actual disposal costs will be reimbursed to the Contractor by the City based on \$49.98 per ton for an estimated 800 tons per year to transport to the nearest disposal facility, Envirocycle Inc. Refer to ITB Part II -Technical Specifications / Scope of Services, paragraph 2.07.

Item **612-10658-1-08 - Special Pick-up Charge (Up to 10 Yards)**
Quantity **1 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Special Pickup pricing shall include labor, equipment and non-reimbursable disposal per service up to 10 yards. Refer to ITB Part II -Technical Specifications / Scope of Services, paragraph 2.12.

Item **612-10658-1-09 - Special Pick-up Charge (Over 10 Yards)**
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

Special Pickup pricing shall include labor, equipment and non-reimbursable disposal per yard over 10 yards. Refer to ITB Part II -Technical Specifications / Scope of Services, paragraph 2.12.

Item **612-10658-1-10 - Mileage Charge Per Dump Truck**
Quantity **1 mile**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Mileage charge shall apply when directed by the City to use alternate disposal facilities other than Envirocycle. Refer to ITB Part II -Technical Specifications / Scope of Services, paragraph 2.07.

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

PART I - SPECIAL CONDITIONS

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 palm frond collection services – Las Olas Isles for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

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

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

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

03. TRANSACTION FEES

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

04. PRE-BID CONFERENCE (NON-MANDATORY)

A pre-bid meeting has been scheduled for November 23, 2010 at 10:00 a.m., City Hall, 100 North Andrews Avenue, 4th floor conference room, Fort Lauderdale, FL 33301.

It is strongly suggested that all Contractor's attend the pre-proposal conference and/or site visit. While attendance is not mandatory, tours at other times might not be available.

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

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

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

05. ELIGIBILITY

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

The Bidder must demonstrate that they meet the minimum requirements as specified in Attachment 1, Contractor Qualifier. Refer to PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.02.

The Bidder shall demonstrate that they have sufficient equipment, experienced personnel and have the expertise to perform the services required by this ITB as determined by the City. 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 the services to the requirements of this ITB.

06. BID DOCUMENTS

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

07. BID ITEM PRICING AND AWARD

Bidder shall quote a firm, fixed price for Bid Items 1 through 10 listed on the Item Response Form (Bid Sheet). All Items must be bid. Only OPTION I Bid Items OR OPTION II Bid Items, AND Bid Items 8, 9 and 10 will be awarded.

08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this ITB.

09. NEWS RELEASES/PUBLICITY

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

10. CONTRACTORS' COSTS

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

11. RULES AND SUBMITTALS OF BIDS

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

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

12. CONTRACT PERIOD

The initial contract term shall commence on March 4, 2011 or date of award, whichever is later, and shall end one (1) year from that date. The City reserves the right to extend the contract for three (3) 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.

13. PRICE ADJUSTMENT

Prices quoted shall be firm for the initial one (1) contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

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

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

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

14. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform to the City's satisfaction

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

in accordance with the requirements of the contact.

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.

15. CONTRACT ADMINISTRATOR

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

Liaison with Contractor
 Coordinate, inspect and approve all work under the contract
 Resolve any disputes
 Assure consistency and quality of Contractor's performance
 Schedule and conduct Contractor performance evaluations and document findings
 Review and approve for payment all invoices for work performed

16. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

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

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

17. INVOICES/PAYMENT

The Contractor shall provide the City a monthly invoice by the 15th of the month for services rendered the previous month under the contract. Monthly invoice shall be itemized by crew indicating weekly collection charge and reimbursable disposal charges based on a three (3) or four (4) week service schedule depending on the service per calendar month. The invoice should also include any special pickup and applicable mileage charges during the month services were provided. The invoice must include a copy (acceptable to City) of the disposal

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

weight ticket(s) from the City authorized disposal facility corresponding with the Saturday service date or dated the following Monday. Contractor's monthly collection and disposal invoice will not be processed without backup weight tickets as evidence sustaining the disposal charge. When requested by the City, the Contractor will resubmit a corrected invoice within five (5) business days.

18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

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

19. DELETION OR MODIFICATION OF SERVICES

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

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

20. SUBSTITUTION OF PERSONNEL

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

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

21. INSURANCE

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

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager.

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include:

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

Automobile Liability Insurance

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

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

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

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

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

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

Certificate holder should be addressed as follows:

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

22. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

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

23. INSURANCE – SUB-CONTRACTORS

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

24. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

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

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

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

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

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

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

25. PUBLIC ENTITY CRIMES

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

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

26. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

27. SAFETY

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

28. CANADIAN COMPANIES

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

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

29. LOBBYING ACTIVITIES

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

30. BID TABULATIONS/INTENT TO AWARD

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

END OF PART I

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

2.01 General Information/Intent

The Public Works Department Sanitation Division is seeking a qualified Contractor to collect and dispose of Royal Palm Fronds (Bid Option I) or all species of palm fronds (Bid Option II) from the City streets, medians, and swale areas in the Las Olas Isles neighborhood. Collection shall be done 3 to 4 times per month according to the service schedule provided by the City. The route shall be completed on Saturday's between the hours of 7:00 AM and 6:00 PM.

2.02 Contractor Qualifications

Bidder must complete Attachment No. 01 Contractor Qualifier Questionnaire listing experience and available resources that will be used to successfully complete this contract. Failure to complete Attachment No.01 or the inability of the Bidder to meet the prescribed minimum standards, as evaluated by City staff, shall render the Bidder not qualified and non-responsive. As part of the Bidder's qualifying process, the City retains the right to conduct a site visit of the Bidders facilities for the purpose in determining available resources to perform under this contract.

2.03 Services All-Inclusive

Beginning in January 2002, the City contracted for the collection of Royal Palm Fronds for the East Las Olas Isles neighborhood. A special fee was established for this service and the residents pay a monthly supplemental charge supporting this program. The current contract is expiring and the City is seeking competitive bids for two service options. Only one option will be selected and awarded by the City Commission.

INVITATION TO BID (ITB) 612-10658 PALM FROND COLLECTION SERVICES – LAS OLAS ISLES

Bid Option I is being presented to continue the current program of the collection and disposal of Royal Palm Fronds “ONLY”.

Bid Option II is being presented under the same terms and conditions as Bid Option I with the following exceptions:

- All types of palm fronds shall be collected
- Contractor compensation adjustment for additional resources if tonnage increases

The contract price will be based on the total amount bid per week for collection and disposal services in the defined area outlined in the bid specifications. The estimated number of units and tonnage generated in these areas is offered strictly for the purpose of calculating the final bid. There will be no price adjustments for additions or deletions of units or areas within the defined boundary.

The current contractor collects royal palm fronds only and operates one stakebed truck with 3 employees for approximately 4-6 hours. Weekly clean yard waste tonnage averages 1 to 2 tons.

Special Pickup estimate is 0-1 requests a month.

2.04 Boundaries

This contract will be effective within the boundary beginning at the Sospiro canal bridge on the WEST at approximately Capri Isle & South Gordon Road; the Intracoastal Waterway on the EAST; and the Isles located NORTH & SOUTH of East Las Olas Boulevard, containing approximately 1200 residential properties and further including the medians on the isles and East Las Olas Boulevard, and any street, swale, rights of way, and any other public owned location within the boundaries where palm fronds may be located. See boundary map Attachment No.02 - Palm Frond Collection Area.

2.05 Contractor Responsibilities

- A. Fallen royal palm fronds and piles of royal palm fronds in front of residential and multifamily accounts shall be collected. Accounts are single-family homes, duplexes and triplexes with City-issued refuse carts. Multifamily dwellings (more than 3 units) with city issued refuse carts are included. Commercial accounts and multi-family dwellings (more than 3 units) without city issued refuse carts are private sanitation accounts and are not eligible to receive this service. Additionally, royal palm fronds may be located in the street, on medians and swale areas. Residents will be making royal palm frond piles in front of their homes and in some locations on the medians. Residents will be asked to separate royal palm fronds from other debris.
- B. All royal palm fronds shall be collected. If the pile is mixed, every effort shall be made to sort the pile, taking the royal palm fronds only and leaving other debris. If the pile is mixed and the royal palm fronds are not accessible (such as in instances where the palm fronds are **completely covered** with building material), the entire pile shall be left. The Contractor shall leave a door hanger (supplied by the City) on the customer's front door as to why the pickup was not performed on the service day. Additionally, the Contractor will then notify the City's Customer Service Center as soon as possible but not later than 6 PM

INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES

on the day of collection at 954-828-8000 and provide the City with the address where the pile is located and the reason as to why it was not picked up. Customer Service will record this information by address for future reference.

- C. Palm Frond Limit – there is no limit on the amount of palm fronds that may be placed out for collection.
- D. Weather - there is no additional compensation for increased collection costs due to inclement weather.
- E. Palm Fronds are not required to be to be cut into specific lengths, tied, bundled or stacked. Royal Palm fronds may be whole or in pieces. Royal Palm Fronds are very long and can extend more than 10 feet in length.
- F. Type of Material Collected

Bid Option I Only Royal Palm fronds shall be collected.

Bid Option II All species of palm fronds shall be collected.

*The following tree material shall not be collected: coconuts, berries and/or fruit, fiber matting, spathe, and trunk.

- G. Schedule of Collection

Palm Fronds shall be collected every Saturday with the exception of the 2nd Saturday of each month. The City's Bulk Trash service is scheduled for the 2nd Friday of each month and will pick up palm fronds on that Friday. Therefore, a 2nd Saturday route run is not required. There shall be 40 weekly pickups over a twelve-month contract period as provided in Attachment No. 03 - Schedule of Service.

- H. Hours and Days of Operation

Collections shall be made on Saturday's with a minimum of noise and disturbance in the residential neighborhood between the hours of 7:00 AM and 6:00 PM. City Noise ordinance MUST be strictly observed. The Public Works Director or designee must approve any change in these hours or service day.

- I. Holidays

Collection service shall be provided on all Saturday holidays except Christmas. When Christmas falls on a Saturday the collection shall be made on the Friday before the holiday.

- J. Equipment

All trucks provided by the Contractor to be used in service of this contract will be maintained in good condition and appearance. The Contractor will be responsible for all fuel, maintenance, etc. Equipment used in the performance of this contract must be owned or contracted by the Contractor. If Option II is selected, Contractor must prove access and availability to additional trucks in the event tonnage increases. The Contractor

INVITATION TO BID (ITB) 612-10658 PALM FROND COLLECTION SERVICES – LAS OLAS ISLES

must prove that such equipment is not already committed for the collection of existing accounts and that an adequate backup truck is available in case of malfunctions. All maintenance (including repairs) of trucks and collection equipment will be the complete responsibility of the Contractor.

Service trucks shall be clearly identified with Contractor's name and phone number.

K. Labor & Equipment

Contractor must assign and dedicate sufficient labor and equipment to successfully complete the collection route on one day (Saturday) and within the allotted time period (7:00am to 6:00pm). If Option II is selected and tonnage significantly increases, the Contractor's Route Supervisor may have to survey the route on Friday afternoon in order to determine the amount of labor and equipment to deploy on Saturday to successfully complete the route as contracted.

L. Performance Guarantee

As an incentive to insure that the Contractor provides the necessary labor and equipment to complete the collection of palm fronds on one-day (Saturday) and within the allotted time frame (7:00am to 6:00pm); the Contractor hereby agrees to a 50% deduction of the weekly bid amount for each service day the Contractor fails to perform as contracted. This 50% monetary performance guarantee will be deducted from the contractor's monthly invoice. The City retains the option to cancel this contract for repeated performance problems.

Exceptions to the 50% deduction:

- Contractor shall be entitled to a first time warning in lieu of a payment deduction for the first occurrence.
- Occurrences must be beyond the Contractor's control such as road construction, accidents, severe weather, etc.
- Labor issues will not qualify as an exception.
- Vehicle breakdown will not qualify as an exception due to the availability of reserve vehicles.

2.06 Additional Resources

Option I (Royal Palm fronds) – Contractor shall include in the weekly bid price sufficient labor and equipment to satisfactorily perform the terms of this contract. Significant increases are not expected in the amounts of weekly tonnage collected, therefore the weekly rate should remain constant for 40 weeks per year.

Option II (All species of palm fronds)- There is a possibility that weekly tonnage could significantly increase and additional resources will be required to satisfactorily perform the terms of this contract. Therefore, the contractor will provide an all-inclusive price per additional crew. The additional (labor & equipment) crew may include a clamshell truck, rearloader, stakebed, etc. configuration. Additional resources will be approved per week based on disposal ticket receipts according to the following compensation schedule:

A. Crew #1 00 to 05 tons per week \$ Included in Bid Option II

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

- B. Crew #2 06 to 10 tons per week \$ Enter Price on Item Response Form (Bid Sheet)
- C. Crew #3 11 to 15 tons per week \$ Enter Price on Item Response Form (Bid Sheet)
- D. Crew #4 16 to 20 tons per week \$ Enter Price on Item Response Form (Bid Sheet)

2.07 Disposal

- A. Contractor shall pay all disposal cost at a facility approved by the City.
- B. The City shall reimburse Contractor's disposal fees for "clean yard waste"(palm fronds) only.
- C. Calculation of tonnage and disposal costs has been included in the Bid Sheet.

Attachment No. 04 – Route Tonnage History.

- D. Contractor shall obtain a scale house computer generated dump ticket from the disposal facility corresponding with the date of service in order to validate type of material, date, tonnage and cost paid. Contractor shall include with the monthly invoice an official dump ticket (or copy acceptable to City) supporting the disposal charge corresponding with each weekly collection. There will be no markup or service fees added to disposal. The City will only reimburse the actual cost of disposal.
- E. As an incentive for the Contractor to participate in the City's clean yard waste recycling program, the Contractor shall be responsible to pay disposal fees for all mixed debris and contaminated loads. The City will not reimburse the Contractor for mixed debris or contaminated debris disposal. Collection vehicle shall start the route empty and dump the load at the end of day so tipping fees can be easily reconciled and weekly tonnage recorded.
- F. The Contractor shall be responsible for collection, transportation, and disposal of all clean yard waste material to a recycling site within Broward County. The City will pre-authorize the licensed disposal facility to be used. The City shall seek the most efficient and low cost recycling option in Broward County, in compliance with all laws and inter-local agreements, and the Contractor agrees to support the best option on the City's behalf. Time, distance and transportation costs shall be considered in selecting a recycling location. However, other low cost disposal alternatives will be considered when submitted as a secondary option with the bid proposal or identified during the term of the contract.

When directed by the City to use any of the alternate disposal facilities listed below, the Contractor shall be entitled to a round trip mileage charge as additional compensation. Mileage charge shall be all-inclusive per dump truck covering the Contractor's cost for labor, equipment, fuel, wait time, etc. Contractor will add this monthly round trip mileage charge to the monthly invoice.

- G. Palm Fronds are currently being transported to Envirocycle (\$49.98 ton), the nearest disposal facility to the job site. Envirocycle, Inc., 849 SW 21st Terrace, Fort Lauderdale FL 33312 is the designated disposal facility for this contract. Mileage to this destination shall be included in the weekly service cost.

INVITATION TO BID (ITB) 612-10658 PALM FROND COLLECTION SERVICES – LAS OLAS ISLES

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

The following is a list alternate disposal sites and mileage (one-way) that have been used in the past for clean yard waste processing and may be used during the term of this contract:

- Central Sanitary Landfill & Recycling Center (17.22 miles)
3000 NW 48th Street Pompano Beach, Florida 33063
- Eco Waste & Recycling Services, Inc (11.63 miles)
1899 SW 31st Avenue Pembroke Park, Florida 33019
- Envirocycle, Inc (4.18 miles) (*designated disposal site)
849 SW 21st Terrace Fort Lauderdale, Florida 33312
- Waste Management Delta Recycling – Davie (9.01 miles)
3250 SW 50th Avenue Davie, Florida 33314
- Sun Recycling III (5.58 miles)
3251 SW 26th Terrace Dania Beach, Florida 33312

Mileage is calculated by Map Quest beginning at 1750 East Las Olas Blvd. Fort Lauderdale, FL 33301. Mileage charge shall be all-inclusive and apply when directed to use alternate facilities other than Envirocycle. Mileage shall be rounded to the nearest full mile (when totaled per round trip) for calculation purposes. Mileage shall not exceed 28 miles one-way (BIC Landfill).

- H. There shall be no salvage operations performed by the employees of the Contractor while collecting or disposing of refuse material.
- I. The Contractor shall identify all waste delivered to the designate disposal site under this contract as having originated in the City of Fort Lauderdale.

2.08 Customer Service

The City's Sanitation Division takes great pride and is strongly committed to offering a high level of customer service to our residents. All City Solid Waste Contractors are expected and required to offer our customers, at a minimum, a matching level of quality service.

The Public Works Department's 24-hour Customer Service Center will provide information and receive complaints from City customers. A Customer Service Representative will telephone or e-mail the Route Supervisor or the Contractor's main office to communicate any complaint information. The Contractor shall make every possible effort to resolve all complaints on the collection day. The Contractor will respond to complaints received on Saturday after 4:00pm no later than the following Monday by noon. Complaints received throughout the week shall be responded to within 24 hours. The Contractor will report to Customer Service (phone or e-mail) the results of action taken addressing the complaint at the time of resolution. If the

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

Contractor does not satisfy a complaint within the time specified, the Public Works Department will take corrective action.

Contractor agrees that any cost for corrective action incurred by the City will be charged to the Contractor and deducted from the monthly invoice.

2.09 Route Supervisor

The Contractor will provide a uniformed Route Supervisor who shall be responsible to ensure that palm frond collection and associated cleanup is fully completed on the designated day and that all customer complaints have been addressed on the day of service.

Route Supervisor shall be equipped with a cellular phone to receive calls from the City's Customer Service Center.

2.10 Missed Collections – No Miss Policy

In the event that the collection is reported to the City as missed during the regular collection route, the Contractor shall return and have all royal palm fronds collected by 6:00pm on route day. If the reported miss is received after 4:00pm on Saturday, the collection shall be made no later than the following Monday by noon. If the Contractor fails to collect missed stops within the required time limits (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 palm fronds to be collected or otherwise perform specific services and charge the cost of performance including overhead, to the Contractor. Frequent/repeated missed sections or routes may be cause for termination of the contract.

2.11 Late Set Outs

In the event the collection is determined to be a late set out during the regular collection route, the Contractor shall return and have all palm fronds collected by 6:00pm on route day. If the reported late set out is received after 4:00 PM on Saturday, the collection shall be made the following Monday by noon. Reported misses that are determined to be late set outs will be recorded by customer service and forwarded to the Contractor. The Contractor will be responsible to collect two (2) late set outs per address per year. Customer Service will assist the customer with program information in order to encourage compliance. In the event that the customer accumulates two service request claims per year at the same address for late set outs, a third request for service may result in a special pick up fee service charge. The Contractor may contact Customer Service to review account history. A twelve-month operating period will be used to determine account history beginning at the contract start date. If the Contractor fails to collect late set outs within the required time limits (except in the 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 palm fronds to be collected or otherwise perform specific services and charge the cost of performance including overhead, to the Contractor. Frequent/repeated Contractor claims of late set outs may be cause for termination of the contract.

2.12 Special Pickups

From time to time a customer or the City may request a special pickup of palm fronds on a day other than Saturday. Contractor agrees to establish a service charge for a minimum pickup of

INVITATION TO BID (ITB) 612-10658 PALM FROND COLLECTION SERVICES – LAS OLAS ISLES

up to 10 cubic yards and a set price per yard over ten cubic yards for this special service. The Special Pickup charge shall be all-inclusive including disposal charges. The City will not reimburse the Contractor for disposal costs for Special Pickups. Contractor shall provide service within 24 hours or at a prescheduled time. The City's Contract Administrator will contact the customer, collect payment check and provide a written receipt. The Contractor will be provided a work order number for a Special Pickup. The Contractor shall not solicit or accept payments from customers for special pickups. If the City requests a special pickup on its behalf, the City agrees to pay the contractor the special pickup rate. Contractor will immediately advise when the pickup has been completed in order to close out the service request. Special Pickup charges shall be billed on the Contractor's monthly invoice referencing the work order number, address and date of service.

Special Pickup pricing shall include labor, equipment and disposal. This all-inclusive fee shall be quoted to the customer and paid to the Contractor on the monthly invoice. This additional service is expected to be very infrequent and low tonnage. However, if a special pickup is ever requested (i.e.: on the non collection week) then pricing has been established for this contracted service.

2.13 Spillage and Litter

The Contractor shall not litter premises in the process of making collections and shall report any unsanitary conditions of premises to Customer Service 954-828-8000. During hauling, all solid waste shall be contained, and/or enclosed so that leaking, spilling or blowing is prevented. The Contractor shall promptly clean up any spillage.

The ground and roadway shall be left in a neat and clean manner "free of debris" after the pickup is completed. Cleanup may require raking, broom sweeping or use of a gas blower to achieve desired results.

The Contractor is expected to maintain collection equipment to prevent hydraulic oil spills. If such an event does occur, Contractor shall immediately stop the vehicle to limit the area of impact and prevent an oil trail throughout the neighborhood. Contractor shall promptly respond and clean up area the same day of occurrence.

2.14 Invoices/Payment

The Contractor shall provide the City a monthly invoice by the 15th of the month for services rendered the previous month under the contract. Monthly invoice shall be itemized by crew indicating weekly collection charge and reimbursable disposal charges based on a three (3) or four (4) week service schedule depending on the service per calendar month. The invoice should also include any special pickup and applicable mileage charges during the month services were provided. The invoice must include a copy (acceptable to City) of the disposal weight ticket(s) from the City authorized disposal facility corresponding with the Saturday service date or dated the following Monday. Contractor's monthly collection and disposal invoice will not be processed without backup weight tickets as evidence sustaining the disposal charge. When requested by the City, the Contractor will resubmit a corrected invoice within five (5) business days.

2.15 Public Convenience and Safety

**INVITATION TO BID (ITB) 612-10658
PALM FROND COLLECTION SERVICES – LAS OLAS ISLES**

The Contractor shall at all times observe Laws and City ordinances controlling or limiting those engaged in the work so as not to endanger or inconvenience the public or property owner. Traffic control may be necessary during collection operations.

2.16 Uniforms

All Contractor employees shall wear a uniform with company logo in order to be easily identified while working in the residential neighborhood. Following are examples:

- 1) company shirt & pants
- 2) company tee shirt and cap
- 3) company safety vest

2.17 Radio / Cellular Phone Communication

The contractor shall maintain a field-to-base two-way communication system in order to provide for an adequate degree of response to complaints and vehicle and personnel problems which may delay or prevent completion of the scheduled collection of any route, or portion thereof.

2.18 Damage To Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, and 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 immediately at no additional cost to the City.

2.19 Retention of Records

Contractor agrees to retain all bookkeeping and/or accounting records, including supporting documentation pertaining thereto, for a period of five (5) fiscal years provided applicable audits have been released. Applicable audits are defined as being those audits performed by the City's external auditor or the City's internal auditor. Any questions concerning the retention of records should be referred to the City's Department of Administrative Services.

END OF PART II

Attachment No. 01 Contractor Qualifier Questionnaire

Name of Company

Address of Operations (Optional site visit)

Days & Hours of Operations (Days) (Hours)

Contact Name (Phone)

LABOR RESOURCES

Will provide a Uniformed Route Supervisor with cellular phone (Required) Yes No

Option I Number of Uniformed employees to be assigned to crew

Option II Number of uniformed employees to be assigned to start up crew

Option II Number of uniformed employees to be assigned "per additional crew"

Note: One Truck with Labor (s) creates a crew under "Additional Resources" compensation.

- n Using a Clamshell Truck with employees
- n Using a Rear Loader Truck with employees
- n Using a Stakebed Truck with employees

*Reminder: Royal Palm Fronds are very long, no cutting, tying or bundling is required, and there are no limits on amounts, quantities or types, of Palm Fronds placed out for collection.

EQUIPMENT RESOURCES

Option I Number of trucks to be assigned:

Year	<input style="width: 50px;" type="text"/>	Make	<input style="width: 50px;" type="text"/>	Model	<input style="width: 50px;" type="text"/>	Body Type	<input style="width: 50px;" type="text"/>	Cubic Yards	<input style="width: 50px;" type="text"/>
Year	<input style="width: 50px;" type="text"/>	Make	<input style="width: 50px;" type="text"/>	Model	<input style="width: 50px;" type="text"/>	Body Type	<input style="width: 50px;" type="text"/>	Cubic Yards	<input style="width: 50px;" type="text"/>

Option II Number of Trucks to be assigned:

Year	<input style="width: 50px;" type="text"/>	Make	<input style="width: 50px;" type="text"/>	Model	<input style="width: 50px;" type="text"/>	Body Type	<input style="width: 50px;" type="text"/>	Cubic Yards	<input style="width: 50px;" type="text"/>
Year	<input style="width: 50px;" type="text"/>	Make	<input style="width: 50px;" type="text"/>	Model	<input style="width: 50px;" type="text"/>	Body Type	<input style="width: 50px;" type="text"/>	Cubic Yards	<input style="width: 50px;" type="text"/>
Year	<input style="width: 50px;" type="text"/>	Make	<input style="width: 50px;" type="text"/>	Model	<input style="width: 50px;" type="text"/>	Body Type	<input style="width: 50px;" type="text"/>	Cubic Yards	<input style="width: 50px;" type="text"/>
Year	<input style="width: 50px;" type="text"/>	Make	<input style="width: 50px;" type="text"/>	Model	<input style="width: 50px;" type="text"/>	Body Type	<input style="width: 50px;" type="text"/>	Cubic Yards	<input style="width: 50px;" type="text"/>

Number of Reserve Trucks owned by Contractor

Number of Reserve Trucks available by subcontractor

Do you operate in-house vehicle repair facility? Yes No

EXPERIENCE & REFERENCE

Years of experience performing collection & hauling services (2-years minimum)
List Experience & Dates:

Provide a Hauling or Maintenance contract (active within the last 3 years) documenting Contractor's ability to perform this type of work (minimum 1-year contract experience).

Company

Address

Type of Service

Number of Units/Acres

Start Date

Number of Contract years Annual Amount \$

Contact

Telephone

**Attachment NO. 03
Schedule of Service**

Year	2011	2012	2013	2014
Contract Term	Year # 1	Year # 2	Year # 3	Year # 4
Month	Days	Days	Days	Days
March	5,19,26	3,17,24,31	2,16,23,30	1,8,22,29
April	2,16,23,30	7,21,28	6,20,27	5,19,26
May	7,21,28	5,19,26	4,18,25	3,17,24,31
June	4,18,25	2,16,23,30	1,8,22,29	7,21,28
July	2,16,23,30	7,21,28	6,20,27	5,19,26
August	6,20,27	4,18,25	3,17,24,31	2,16,23,30
September	3,17,24	1,8,22,29	7,21,28	6,20,27
October	1,8,22,29	6,20,27	5,19,26	4,18,25
November	5,19,26	3,17,24	2,16,23,30	1,8,22,29
December	3,17,24,31	1,8,22,29	7,21,28	6,20,27
January	7,21,28	5,19,26	4,18,25	3,17,24,31
February	4,18,25	2,16,23	1,8,22	7,21,28
Total Service Days	40	40	40	41
Total Service Months	12	12	12	12

**Attachment NO.04
Route Tonnage History
2009**

Royal Palm Frond Collection												
Jan	Feb	Mar	April	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Total
3.3	2.14	4.4	4.5	8.3	8.25	6.29	6.74	5.3	5.47	4.4	4.22	63.31
Green Yard Waste Bulk Trash Collection												
Jan	Feb	Mar	April	May	June	Jul	Aug	Sep	Oct	Nov	Dec	Total
10.11	21.62	32.26	43.63	42.68	44.84	41.39	59.16	55.87	54.13	88.11	33.04	526.84
Total Green Waste Tons Collected												590.15

Example:

Option I Royal Palm Frond "Only" Annual Tonnage

Option II Maximum Green Waste Generated From Neighborhood

**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 its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as

authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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.

BID/PROPOSAL SIGNATURE PAGE

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

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

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

Submitted by:
(signature) (date)

Name (printed): Title:

Company: (Legal Registration)

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

Address:

City: State:

Zip:

Telephone No. FAX No.

Email:

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

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

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

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

Addendum No.

Date Issued

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

Variations:
revised 3-23-10

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PRE-BID MEETING
ATTENDANCE SIGN-IN SHEET

DATE: 11/23/10

TIME: 10:00 AM

RFP NO: 612-10658

OPENING DATE: 12/8/10

RFP TITLE: Palm Frond Collection Services

PROCUREMENT SERVICES DEPARTMENT CONTACT: Rick Andrews
PUBLIC WORKS / SANITATION DIVISION CONTACT: Greg Slagle

NAME	DEPARTMENT/FIRM	PHONE	EMAIL
Carl Lamm	City of Fort Lauderdale		
Walter Williams	Carl Lamm Care	305-694-9009	
Michael S. Smith	The Landscape Company LLC	954-870-0178	joaitace@yahoo.com
Michael Brumby	Brumby Landscaping Inc	305-694-9212	brumby@earthlink.net
Rick Andrews	City	954-828-4357	randrews@fortlauderdale.gov
Jamika Hepburn	K.C.D Lawn Service	(786) 566-6823	jhepburn211@yahoo.com

PRE-BID MEETING
ATTENDANCE SIGN-IN SHEET

DATE: 11/23/10

TIME: 10:00 AM

RFP NO: 612-10658

OPENING DATE: 12/8/10

RFP TITLE: Palm Frond Collection Services

PROCUREMENT SERVICES DEPARTMENT CONTACT: Rick Andrews
PUBLIC WORKS / SANITATION DIVISION CONTACT: Greg Slagle

NAME	DEPARTMENT/FIRM	PHONE	EMAIL
Todd Utzman	Grounds Group	954.325.1009	toddl@groundsgroup.com
Eddy Diaz	SEM Services	954-818-4240	EDIAZ@SEM Services
Angel Garcia	Angel's Landscaping	954 652 3672	91 = ymull. 08
Tom Ferrell	Public Works	954 828-5215	tferrrell@fortlauderdale.gov
Greg Slagle	Public Works	954-878-5311	gslagle@fortlauderdale.gov
Monday Okotogbo	Wed-A-Way, Inc	786-663-5882	woodway@msn.com

Question and Answers for Bid #612-10658 - Palm Frond Collection Services - Las Olas Isles

OVERALL BID QUESTIONS

Question 1

Can you please provide previous bid tabulations & current awarded vendors charges please. Thank you
(Submitted: Nov 9, 2010 8:45:48 AM EST)

Answer

- The bid tabulation and contract prices for previous bid 462-9348 may be viewed at the City of Fort Lauderdale web site by using the search feature: <http://www.fortlauderdale.gov/purchasing/bidresults.htm> (Answered: Nov 9, 2010 2:35:30 PM EST)

Question 2

How Much per Dump truck mileage per mill. (Submitted: Nov 10, 2010 12:18:44 PM EST)

Answer

- The bidder must enter an all-inclusive cost per mile in bid item 10 - mileage charge per dump truck. (Answered: Nov 10, 2010 12:48:44 PM EST)

Question 3

Are dump trucks required for this bid or can dump trailers or trailers used for hauling be used? (Submitted: Nov 11, 2010 1:04:14 PM EST)

Answer

- Trailers may be used (Answered: Nov 15, 2010 8:13:18 AM EST)

Question 4

Will this bid be awarded to two vendors or only one because there are two options to bid on and according to section 2.03 only one option will be selected and awarded by the City Commission? (Submitted: Nov 11, 2010 1:11:24 PM EST)

Answer

- One vendor (Answered: Nov 12, 2010 8:28:57 AM EST)

Question 5

What's the budget for this project? (Submitted: Nov 11, 2010 1:45:26 PM EST)

Answer

- \$125,000.00 annually (Answered: Nov 12, 2010 8:28:57 AM EST)