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AGREEMENT FOR INTERNATIONAL WASTE DISPOSAL SERVICES

THIS AGREEMENT, made this 30th day of July 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Progressive Waste Solutions of FL, Inc., a Delaware corporation authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 2301 Eagle Parkway, Suite 200 Fort Worth, Texas 76177, Phone: 954-582-9300, Fax: 954-349-9483, Email: damian.ribar@progressivewaste.com.

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

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Invitation to Bid No. 543-11413, International Waste Disposal Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the ITB, dated April 22, 2014, ("Exhibit B").

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

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated July 30th, 2014, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

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

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on June 18, 2014, and shall end on June 17, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

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

Certificate holder should be addressed as follows:

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

G. <u>Environmental, Health and Safety</u>

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

AA. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public

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(c) Ensure that public records that are exempt or confidential and exempt from public

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EXHIBIT B

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Bid Tabulation Packet for Solicitation 543-11413

International Waste Disposal

Bid designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Progressive Waste Solutions of FL, Inc.

Bid Contact **Carlos Verney**
carlos.verney@progressivewaste.com
Ph 954-288-7526

Address **3101 NW 16th Terrace**
Pompano Beach, FL 33064

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
543-11413--01-01	International Waste Disposal, Container #1	**Supplier Product Code:**	**First Offer - $380.00**	122 / each **$46,360.00**	Y	Y
543-11413--01-02	International Waste Disposal, Container #2	**Supplier Product Code:**	**First Offer - $80.00**	122 / each **$9,760.00**		Y

Supplier Total **$56,120.00**

Progressive Waste Solutions of FL, Inc.

Item: **International Waste Disposal, Container #1**

Attachments

COI 2014 - Progressive Waste Solutions of FL, Inc.pdf

USDA Compliance Agreement.pdf

Broward County - BTR 2013-2014.pdf

Client#: 18927 City of Fort Lauderdale IESI Bid 543-11413

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2013

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

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

PRODUCER
HUB International Ins Svcs Inc
PO Box 90756
Albuquerque, NM 87199-0756
800-800-5661 / CA Lic# 0757776

CONTACT NAME: Margie Blackmon
PHONE (A/C, No, Ext): 505-828-4000 FAX (A/C, No): 866-487-3972
E-MAIL ADDRESS: margie.blackmon@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Catlin Specialty Insurance Comp	15989
INSURER C: Liberty Insurance Underwriters	19917
INSURER D: Great American Assurance Compan	26344
INSURER E: Arch Insurance Company	11150
INSURER F:	

INSURED
Progressive Waste Solutions of FL, Inc.
2860 West State Rd 84 Ste 103
Fort Lauderdale, FL 33312
FEIN 20-0435940

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GEC002511807	12/31/2013	12/31/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X ContractualLiability						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY			41CAB4928008	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							
	X MCS-90 ENDT							
B	X UMBRELLA LIAB			UMC936341214	12/31/2013	12/31/2014	EACH OCCURRENCE	$25,000,000
C	EXCESS LIAB X OCCUR			EXCSF1839429	12/31/2013	12/31/2014	AGGREGATE	$25,000,000
D	CLAIMS-MADE			EXC4647724	12/31/2013	12/31/2014		$
	DED RETENTION $							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WCI4927808	12/31/2013	12/31/2014	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		41WCI4927808 (NY)	12/31/2013	12/31/2014	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Information Purposes Only.

CERTIFICATE HOLDER

Progressive Waste Solutions of FL, Inc.
2860 West State Rd 84 Ste 103
Fort Lauderdale, FL 33312

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Robert L. Mashock

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OMB APPROVED 0579-0054/0088/0129/0193/0257/0310/0317/0322/0337/0346/0363/0369

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

COMPLIANCE AGREEMENT

1. NAME AND MAILING ADDRESS OF PERSON OR FIRM
Waste Services of Florida, Inc. /
Progressive Waste Solutions
1751 SW 43rd Terrace
Deerfield Beach, FL 333442
Contact: Joseph Pepitone
Phone: 954-574-1311 / 954-426-6127

2. LOCATION
Waste Services of Florida, Inc. / Progressive Waste Solutions
1751 SW 43rd Terrace
Deerfield Beach, FL 333442

3. REGULATED ARTICLE(S)

Regulated Garbage

4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS

7 CFR 330.400-403 and 9 CFR 94.5

5. I / WE AGREE TO THE FOLLOWING:

See Attachment to PPQ Form 519, Uniform Standards for Compliance Agreements for Regulated Garbage – Cartage Firms / Establishments (10 pages).

See attached Company Standard Operating Procedures (4 pages).

See attached Training SOP (1 page).

This Compliance Agreement supersedes Compliance Agreement ACE2012-1-02 dated 01/19/2012.

6. SIGNATURE	7. TITLE	8. DATE SIGNED
	Sole Mbr	8-1-13

The affixing of the signatures below will validate this agreement, which shall remain in effect until canceled, but may be revised as necessary or revoked for noncompliance.

9. AGREEMENT NO.
WSI-2013-07-01

10. DATE OF AGREEMENT

11. PPQ/CBP OFFICIAL (NAME AND TITLE)	12. ADDRESS
Craig M Rosenbaum / Agriculture Specialist	1800 Eller Drive Suite 300 Fort Lauderdale, FL 33316
13. SIGNATURE 8/1/2013	
14. U.S. GOVERNMENT/STATE AGENCY OFFICIAL (NAME AND TITLE)	**15. ADDRESS**
Stephen Silvestri, Assistant Port Director, Trade and Agriculture	1800 Eller Drive Suite 300 Fort Lauderdale, FL 33316
16. SIGNATURE	

Attachment to PPQ Form 519, Uniform Standards for Compliance Agreements for Regulated Garbage - Cartage Firms/Establishments

The United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine (USDA APHIS) provides oversight for agricultural issues including APHIS regulated garbage. USDA is granted authority to take such action in the Plant Protection Act (PPA) (7 U.S.C. §§ 7701 et. seq.) and the Animal Health Protection Act (AHPA) (7 U.S.C. §§ 8301 et. seq.).

Any person who knowingly violates the PPA (7 U.S.C. §§ 7701 et. seq.) and/or the AHPA (7 U.S.C. §§ 8301 et. seq.) may be criminally prosecuted and found guilty of a misdemeanor which can result in monetary penalties, a one-year prison term, or both. Additionally, any person violating the PPA and/or the AHPA may be assessed civil penalties of up to $300,000 per violation or twice the gross gain or gross loss for any violation that results in the person deriving pecuniary gain or causing pecuniary loss to another, whichever is greater.

Any individual, corporation, company, association, firm, partnership, society, or joint stock company, hereafter known as the establishment, engaged in the business of handling or disposing of garbage in accordance with the regulations (Title 7 Code of Federal Regulations §330.400-§330.403 and Title 9 Code of Federal Regulations §94.5) must first enter into a Compliance Agreement with APHIS. A Compliance Agreement authorizing the handling of regulated garbage is a legally binding contract between the United States Government and an establishment which has been approved by APHIS to handle regulated garbage. The establishment, **Waste Services of Florida, Inc. / Progressive Waste Solutions,** by entering into this Compliance Agreement (which includes all addenda), agrees to operate in accordance with APHIS regulations and policies when handling regulated garbage. USDA animal health and plant health regulations are enforced by APHIS and the Department of Homeland Security, United States Customs and Border Protection (CBP).

All employees or agents of **Waste Services of Florida, Inc. / Progressive Waste Solutions** must comply with the regulations pertaining to regulated garbage and all conditions and addenda included in this Compliance Agreement, as deemed by the Administrator to be necessary to prevent the introduction and dissemination into or within the United States of plant pests and livestock or poultry diseases.

Trash is refuse that neither contains nor is visually contaminated with regulated garbage. Trash is not regulated by APHIS and is therefore **unrestricted**. For example, trash that solely contains empty soda cans would be unrestricted. Newspapers and magazines in the passenger cabin would also be unrestricted. An empty cardboard milk carton, sandwich, or fruit found in the passenger cabin, however, would be considered as regulated garbage as opposed to trash and would be restricted.

Garbage is all waste material that is derived in whole or in part from fruits, vegetables, meats, or other plant or animal (including poultry) material, and other refuse of any character whatsoever that has been associated with any such material. Garbage is regulated by APHIS when the garbage is on or removed from a means of conveyance, if the means of conveyance has been in any port outside the United States and Canada

1 Date 8-1-13 Company Representative Initials

within the previous two-year period or to any port in Hawaii or any United States territory or possession in the last one-year period. Garbage regulated by APHIS is hereafter known as regulated garbage.

Garbage, trash or other material not regulated by APHIS that is or has been commingled with regulated garbage is also regulated garbage.

Regulated garbage includes but is not limited to food scraps, table refuse, galley refuse, food wrappers or packaging materials and other waste material from stores, food preparation areas, passengers' or crews' quarters, dining rooms or any other areas on means of conveyance. Regulated garbage also means meals and other foods that were available for consumption by passengers or crew on an aircraft but were not consumed.

Other materials that may be handled as regulated garbage include but are not limited to rejected cargo (consisting of plant or animal origin materials), illegally imported agriculture commodities found in commerce, and quarantine materials seized during inspection.

The establishment covered by this Compliance Agreement, and all areas where regulated garbage handling occurs, are subject to unannounced inspections by APHIS or CBP personnel. APHIS/CBP officials must be allowed access to all areas where regulated garbage handling occurs. APHIS/CBP officials must be allowed to observe, without restriction, all regulated garbage handling activities performed by all employees and subcontractors. All records required by this Agreement must be made available to APHIS/CBP officials upon request. Any problems in conducting regulated garbage handling procedures as outlined in this Compliance Agreement must be immediately reported to the APHIS/**CBP** office at **954-761-2003 or 954-359-7939**.

Compliance Agreements are valid from the date of agreement (PPQ Form 519, Block 10), and must be reviewed at least annually by APHIS/CBP officials with the establishment. That review must be documented per current APHIS policy.

Regulated garbage handling activities covered by this Compliance Agreement may be suspended and/or this Compliance Agreement may be immediately canceled for noncompliance. **This Compliance Agreement is non-transferable.**

The establishment under this Compliance Agreement must immediately notify the local APHIS/**CBP** office at **954-761-2003 or 954-359-7939** of any management changes, including but not limited to name, ownership, location, equipment, and procedures. The establishment may also be required to notify APHIS Headquarters at (301) 851-2312 or by email at **PPQ.VRS.Regulated.Garbage@aphis.usda.gov** of the above changes. Such changes may invalidate this Compliance Agreement and require a new approval.

Revisions to this Compliance Agreement must be made if there are any changes that would invalidate this Agreement but do not require a new approval, including but not limited to changes in procedures (minor), local management or USDA regulations and requirements. The required revisions must be made as soon as the changes occur if they do not invalidate the Compliance Agreement in a manner that requires a new approval to be granted.

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By signing this Compliance Agreement, the signatory acknowledges that information concerning his/her establishment, including but not limited to the name of the establishment, location of establishment, and contact information with phone numbers, will be included on lists of APHIS approved regulated garbage handlers that are available to the public. In addition, the signatory acknowledges that if the establishment Compliance Agreement is cancelled or the establishment and/or its personnel are prohibited from handling regulated garbage the information will be listed on the APHIS website. Finally, the signatory acknowledges that if the regulated garbage handling activities authorized by the Compliance Agreement have been suspended, information regarding the suspension will also be listed on the APHIS website.

This Compliance Agreement only covers compliance with APHIS regulations and requirements. Therefore, this Compliance Agreement does not reduce or eliminate the Compliance Agreement holder of his/her legal duty and responsibility to comply with all other applicable Federal, State, and local regulatory requirements. By signing this Agreement, the signatory certifies that his/her establishment has met or will meet the requirements of all applicable environmental protection laws prior to handling garbage regulated by APHIS under the authority of USDA.

The establishment is responsible for all regulated garbage including food waste, loose trays of food, and unused meals, and will **not** allow its unauthorized diversion, removal, use, or consumption.

Once received by the establishment, regulated garbage must not remain in the establishment's possession for more than 72 hours (i.e., regulated garbage must be processed or hauled within this timeframe) without prior approval in writing from the APHIS Administrator.

I. Regulated Garbage Handling Procedures

A. General transportation requirements:

1. The vehicle transporting the garbage should take a direct or expedient route. The closest available approved incinerator, grinder or sterilizer should be used unless otherwise approved by CBP/APHIS. The allowed route/routes is/are included in an addendum to this Compliance Agreement. **See attached SOP.**

   Any deviation from this intrastate route must have prior approval from CBP in writing. Contact the CBP office at **954-761-2003 or 954-359-7939.** If the route is an interstate route, any deviation from the interstate route(s) must have prior approval from APHIS in writing. Contact the local APHIS / CBP office at **954-761-2003 or 954-359-7939.**

2. The cartage firm must have previously arranged for immediate, priority incineration, grinding or sterilization at destination, unless otherwise approved in writing by the local APHIS AQI VMO.

3 Date 8-1-13 Company Representative Initials

3. Garbage will be processed at (*Check all that apply; if additional space is needed include that information in an addendum*):

   ☐ Sterilizer located at:

   _____

   (Name, Address, Phone Number)

   X Incinerator located at:

   Wheelabrator, South Broward. 440 South S.R. 7, Fort Lauderdale, FL 33314
   Phone: 954-581-6606.

   ☐ Grinder located at:

   _____

   (Name, Address, Phone Number)

4. All locations serviced by this establishment must be listed in an addendum attached to this Compliance Agreement and updated as necessary. **See Company SOP.**

5. The garbage must be inaccessible to birds, rodents, and other vermin during transport.

B. Segregation of regulated garbage (*check one*):

   ☐ At the facility, regulated garbage will be separated from all garbage not regulated by APHIS, as specified in the attached Standard Operating Procedures (SOP).

   X All garbage in facility will be handled as APHIS regulated garbage.

C. Operating procedures

1. The establishment must have an APHIS-approved written SOP for regulated garbage handling. The SOP must cover all aspects of regulated garbage handling procedures used by the establishment, and must include all requirements covered in this CA. The SOP must be written in English and other appropriate languages. The English version of the SOP must be attached to this Compliance Agreement and the procedures described therein are considered as stipulations of the Compliance Agreement and must be followed.

2. The establishment must conspicuously post the SOP or make the SOP available to employees in all work areas.

3. All regulated garbage must be contained in tight, covered, leak-proof containers.

4. Regulated garbage must be uniquely identifiable from other garbage and trash unless all garbage is handled as APHIS regulated garbage.

5. All rigid containers must be identified with the words "REGULATED GARBAGE" or a similar acceptable phrase in English and any appropriate foreign language. Lettering on containers should be large enough so that they could be legible from a distance of at least 10 feet.

6. **Containers and transport vehicles used for regulated garbage shall not be used for any material not regulated by APHIS, unless the container's or transport vehicle's markings have been removed and the container or transport vehicle is cleaned and disinfected under the direct supervision of APHIS or CBP personnel prior to such use.** Transport vehicles or containers moved off the establishment's property to be repaired must first be cleaned and disinfected prior to movement. Transport vehicles or containers that are removed from service (i.e. decommissioned) must be cleaned and disinfected under direct APHIS or CBP supervision.

7. Procedures for handling transport vehicles and the regulated garbage contents if a vehicle is involved in an accident are indicated in the attached SOP.

8. Any plastic bags used in the handling, transportation or storage of regulated garbage must be at least three (3) mil (0.003-inch) thick and must be intact. Plastic bags used by the establishment for regulated garbage handling, transportation or storage must be uniquely identified by color, tag (attached to the bag or label (printed on the bag) as indicated in the attached SOP.

9. Plastic bags used for storage of regulated garbage must be securely closed and leak-proof and the bags must be stored inside a closed building or in a tight, covered, leak-proof, rigid container. The container or other confined area where regulated garbage is to be stored must be secured to prevent tampering and must be capable of being cleaned and disinfected. The regulated garbage must be inaccessible to birds, rodents, and other vermin.

10. If the establishment will be storing garbage, describe the area in the facility where regulated garbage will be stored. Storage sheds should be properly marked with the words "Regulated Garbage" or other appropriate terms. Lettering on should be large enough so that they could be legible from a distance of at least 10 feet.

    Waste Services of Florida, Inc. / Progressive Waste Solutions will not be storing regulated garbage at any facility.

11. The establishment must maintain records of receipt and processing of regulated garbage that include at a minimum:

    - Date and time regulated garbage was received
    - Location (point of origin) where the regulated garbage was received
    - The amount (weight, volume, number of units-bags, bins or containers) of the regulated garbage received and transported to processor or next establishment under compliance agreement

- Date transported to the processor or next establishment under compliance agreement
- Name of vehicle driver

These records must be maintained for one (1) year from the end of the month the regulated garbage was received. The establishment must assure that these records can be used to validate the inventory control system at the point of origin.

12. To facilitate monitoring, the cartage firm must notify the local CBP office at **954-761-2003 or 954-359-7939** or email **PEV-VESSELS @ CBP.DHS.GOV** of the anticipated time of regulated garbage collection, approximate volume/weight or quantity of garbage, and location (i.e. pier, ship name, yard, airport, etc.) at least **2** hours prior to the scheduled pick up.

13. If large amounts of material such as rejected cargo or regulated garbage from cruise ships are accepted for processing, those materials must be contained in a manner approved by APHIS or **CBP**. See the addendum.

14. Scraped residue and runoff may be ground into an approved sewage system as defined in 7CFR 330.400-330.403 or 9CFR 94.5 or collected and treated as regulated garbage. All materials associated or in contact with regulated garbage must be treated as regulated garbage.

15. If an accident occurs while transporting regulated garbage, then the establishment must immediately report the incident to the local **CBP** office at **954-761-2003 or 954-359-7939**.

D. Equipment

1. Equipment (including but not limited to vehicles, containers, dumpsters and compacters) used to transport/store unprocessed regulated garbage must:

- be completely enclosed, rigid, and leak-proof.
- not have a canvas top, tarp covering or any other non-rigid covering.
- be capable of being secured by a seal, lock, or similar device.
- be capable of being cleaned and disinfected
- be identified with the words "REGULATED GARBAGE" or a similar acceptable phrase in English and any appropriate foreign language. Lettering on containers should be large enough so that they could be legible from a distance of at least 10 feet.
- be maintained to ensure that all of the requirements listed above are met.

Leaking vehicles, compactors, containers or dumpsters must be removed from service until they are repaired. Areas where leaks occur must be cleaned and disinfected.

II. Cleaning and Disinfection

The dock area and the area around grinders, sterilizers, incinerators, compactors, and/or dumpsters must be kept clean and free of loose garbage at all times.

All wooden surfaces in garbage handling areas (including storage areas and inside transport vehicles) must be treated so that surfaces are impervious to water and can be cleaned and disinfected.

A. Articles Requiring Cleaning and Disinfection

Any article, means of conveyance, or other surface, including but not limited to carts, pallets, machinery, handling containers, trucks, or railroad cars, dock or warehouse surface contaminated with regulated garbage, must be cleaned and disinfected with one of the APHIS-approved disinfectants to meet regulatory requirements as outlined in the attached SOP before the items are reused.

Cleaning of portable articles must be performed over a drain leading to an approved sewage system or directly into a containment tank for proper disposal.

B. Materials and Equipment

The following items must be immediately available for cleaning and disinfection in all work areas and on each conveyance during the handling of regulated garbage:

1. One of the following APHIS-authorized disinfectants:

a) **Virkon®S** (EPA Reg. No. 71654-6) must be mixed according to the label for a 1% solution. Once mixed, Virkon® S may only be used for seven (7) days from the date of mixing. The name "Virkon-S" and the date the solution was mixed must be written on the container holding the solution.

b) **Clorox® Bleach (sodium hypochlorite) 6.25%** (EPA Reg. No. 5813-1) commercially labeled for use as a disinfectant.

- Use as a solution with a concentration of 5000 ppm available chlorine.
- **Mix** 13 ounces Clorox® Bleach 5.25% bleach to 1 gallon of water **or** 1 part Clorox® Bleach 5.25% to 9 parts water.
- This solution will disinfect hard non-porous surfaces and can be used to decontaminate porous surfaces and materials.
- The Clorox® Bleach 5.25% bleach (original bottle) may only be used for a maximum of two months. Write the date of purchase on the original bottle. Bleach is best stored out of heat and sun.
- When bleach is diluted, it may only be used for a 24-hour period post dilution. The words "Bleach Solution", the date and time of dilution must be written on the container holding the diluted bleach.

2. A sanitizer approved by the Environmental Protection Agency for use on and around food contact surfaces (as applicable)
3. A source of clean water adequate to achieve proper cleaning and disinfection.
4. A detergent

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5. A scrub brush
6. Equipment to pick up solid material (such as a shovel or broom and dustpan).
7. Materials to contain and or absorb liquids
8. Plastic leak-proof bags to hold collected materials
9. Copy of all applicable Material Safety Data Sheets (MSDS) and disinfectant labels, if original containers are not available
10. Appropriate personal protective equipment (such as rubber or latex gloves and safety goggles) and/or other equipment as required by the MSDS and the establishment.

C. Cleaning and Disinfection Procedures outlined in the SOP must meet the following conditions:

1. Non Food Handling Areas:

- Prior to applying detergent or disinfectant, regulated garbage (liquid and solid) must be removed from contaminated surfaces. Apply an absorbent material if needed. All collected regulated garbage and materials used in cleaning and disinfection must be disposed of as regulated garbage.
- Clean/scrub the affected area with detergent.
- Flush the affected area with clean water.
- Apply the disinfectant solution generously; wet the entire affected area. Read disinfectant label to determine how long the disinfectant should remain on the surfaces. (Note: bleach solution must remain on surface for 10 minutes.)
- Flush area with clean water and air dry per disinfectant label.

2. Food Handling Areas:

Use only EPA approved sanitizers in food handling areas.

- Prior to applying sanitizer, all regulated garbage (liquid and solid) must be removed from contaminated surfaces. Apply an absorbent material if needed. All collected regulated garbage and materials used in cleaning and disinfection must be disposed of as regulated garbage.
- Follow the instructions on sanitizer label.

APHIS/CBP will be immediately notified of any spillage outside of the facility at **954-761-2003 or 954-359-7939**. Cleaning and disinfecting of the area affected by the spill must be accomplished immediately. The establishment must provide trained personnel and equipment for immediate clean up of such spills and the procedures for this cleaning must be specified in the SOP.

The establishment must maintain records of disinfectant and sanitizer used in association with the handling of regulated garbage. This includes disinfectant used for both routine cleaning and disinfection and spills. Records must include at a minimum:

- Date of disinfectant or sanitizer use.
- Specific location of disinfectant or sanitizer use.

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- Volume and concentration of disinfectant or sanitizer used.

These records must be kept for three (3) years from the date of disinfectant or sanitizer usage.

III. Emergency Backup System

In the event the establishment is unable to conduct the regulated garbage handling activities as outlined in this Compliance Agreement or the establishment is ordered to suspend its regulated garbage handling activities, the emergency backup system listed below must be implemented. Additionally, if the establishment's primary regulated garbage hauler is unavailable or the establishment's primary processor is inoperable, the emergency backup system listed below must be implemented, to ensure that regulated garbage is not stored at the establishment's facility for longer than 72 hours. Details of the emergency back-up system must be included in the SOP. The establishment will immediately notify all of its regulated garbage customers affected by the implementation of the emergency backup system. The local APHIS/CBP office will be immediately advised of the implementation of the approved emergency backup system listed below:

X APHIS-approved Hauler or cartage firm to transport regulated garbage from the establishment's customer locations to the APHIS-approved processor

Waste Services of Florida, Inc. / Progressive Waste Solutions, 3840 N.W. 37th Court, Miami, FL 33142
Phone: 305-215-6442 and 305-638-3800

X APHIS-approved Processor *(Circle one – sterilizer, incinerator, grinder.)* located at:

Wheelabrator, North Broward, 2600 Wiles Road, Pompano Beach, FL 33073
Phone: 954-971-8701

☐ APHIS-approved Hauler or cartage firm to transport regulated garbage at this establishment to back-up processor (if different from above):

_____

(Name, Address, Phone Number)

IV. Training

The establishment must present a training program on regulated garbage handling to employees before they are permitted to handle or supervise the handling of regulated garbage. All previously trained employees shall be provided review training annually; this training may be given in more than one session.

The training program must be approved in writing by the local APHIS State Plant Health Director/CBP Port Director or his/her designee. The English version of the approved training program must be attached to the Compliance Agreement.

The training program must be written in English and any other appropriate languages, and must be presented in all appropriate languages. The training

program should be of sufficient duration to provide the required information on regulated garbage handling and may include both formal classroom training and on-the-job training.

At a minimum, the training must include:

- Definition of regulated garbage.
- Film, slides, or other training aids on foreign animal and plant diseases and pests.
- Explanation and purpose of the regulations.
- Review of the establishment's approved SOP including proper regulated garbage handling procedures covering all procedures conducted by the establishment. The SOP must also include protocols for reporting and handling emergency spills, maintaining control of regulated materials and the cleaning and disinfecting of affected areas and equipment.
- Review of the Compliance Agreement.

Training record keeping requirements:

The establishment must maintain a record of regulated garbage training provided to employees and any subcontractors if applicable. The training records must include:

- The date of the training
- The name (s) of the trainees
- The specific topics covered during the training
- The name of the trainer

These records must be retained for a minimum of one (1) year from the end of the month in which the training occurred.

Waste Services of Florida, Inc. / Progressive Waste Solutions

1751 S.W. 43rd Terrace
Deerfield Beach, Fl. 33442

3840 N.W. 37th Court
Miami, Fl.33142

Standard Operating Procedures for Handling Regulated Garbage

International Regulated Garbage Cartage/ Hauler:

- At beginning of shift, check for necessary supplies, e.g. 3-Mil bags, Spill Kit (See content list below), etc.
- If regulated garbage pickup is unscheduled, notify CBP at 954-761-2003 or 954-359-7939.
- Review all safety and security protocol for pickup location(s), and address of for pickup if different than company address.
  - (See list of regulated garbage pickup points and schedules below).
- Review approved routes and traffic conditions from pick up address and regulated garbage processing facility.
- Inspect conditions of compactors/ containers. Look for signs of corrosion and leaks to avoid spills and contamination.
- Verify that all doors operate properly.
- All compactors or containers shall be lettered with the words **"Regulated Garbage"**. Lettering shall be at least (4) inches in height.
- Make sure that all seals and locks work properly.
- If a compactor will be use, check the condition of hydraulic fluid hoses.

Transporting Regulated Garbage:

- Pickup regulated garbage (3-mil bags, secured with tape or zip-ties and placed in closed, leak-proof, containers marked "REGULATED GARBAGE"). Transport to processing facility in closed, leak-proof sealable containers/trucks, labeled "REGULATED GARBAGE".
- The vehicle transporting regulated garbage must take the most direct or expedient route to the approved incinerator:

  Wheelabrator South located at 4400 S. State Road 7(441), Fort Lauderdale, FL 33314; telephone #: 954-581-6606.

- Report any vehicle accidents and required deviations from the approved route to your supervisor at 786-257-6962 or 954-582-9300 and CBP at 954-761-2003 or 954-359-7939.
  - Deviations from approved route must be approved by CBP
  - If vehicle is disabled, all regulated garbage must be transferred to an approved labeled vehicle for transport of regulated garbage.
    - Disabled vehicle must be cleaned and disinfected
    - If necessary have vehicle towed to **Waste Services of Florida, Inc. / Progressive Waste Solutions facility at 3101 N.W.16th Terrace, Pompano Beach, FL 33064.**
  - If Regulated Garbage is spilled from vehicle, follow procedures for Garbage Spills below.

Waste Services of Florida, Inc. / Progressive Waste Solutions

1751 S.W. 43rd Terrace
Deerfield Beach, Fl. 33442

3840 N.W. 37th Court
Miami, Fl.33142

- The following records must be maintained:
  - Date and time regulated garbage was received
  - Location (point of origin) where the regulated garbage was received
  - The amount (weight, volume, number of units-bags, bins or containers) of the regulated garbage received and transported to processor
  - Date and time transported to the processor
  - Name of vehicle driver
    - Provide records to supervisor, so they can be maintained for one (1) year from the end of the month the regulated garbage was received. The establishment must assure that these records can be used to validate the inventory control system at the point of origin.

Backup Systems:

- In the event **Waste Services of Florida, Inc. / Progressive Waste Solutions** is unable to meet the requirements of the Compliance Agreement, the following procedure must be initiated:
  - Contact CBP at 954-761-2003 or 954-359-7939 with all relevant information.
  - Contact representative from APHIS-approved backup hauling company: **Carlos Mangual at Waste Services of Florida, Inc. / Progressive Waste Solutions, located at 3840 N.W.37th Court, Miami, FL 33142; Cell #: 305-215-6442 and 305-638-3800.**
  - Contact all companies affected by the change in service provider, and maintain a record of all contact information.
  - Contact CBP in writing to indicate that the company must use the backup system; CBP will then approve the use of the backup system. When **Waste Services of Florida, Inc. / Progressive Waste Solutions** is again able to resume service, contact CBP in writing.
- In the event the APHIS-approved processor is not available, the regulated garbage will be transported to the following APHIS-approved **backup processor**:

  Wheelabrator, North Broward, 2600 Wiles Road, Pompano Beach, FL 33073; telephone #: 954-971-8701

- CBP Compliance Specialists will monitor garbage handling process. Follow instructions provided by CBP Agriculture Specialists.

Garbage Spills:

- In the event of a spill, immediately contact CBP at 954-761-2003 or 954-359-7939 and your shift supervisor at **786-257-6962**.
- Do not leave spill unattended.
- Safeguard spill to prevent birds, or other animals form contacting garbage. Keep others from stepping in contaminated area.
- Follow cleaning and disinfection procedures below depending on location of spill.

Waste Services of Florida, Inc. / Progressive Waste Solutions

1751 S.W. 43rd Terrace
Deerfield Beach, Fl. 33442

3840 N.W. 37th Court
Miami, Fl.33142

Cleaning and Disinfection (C&D)

Non Food Handling Areas:

- Retrieve "Spill Kit"; assign an individual to prepare fresh solution of **Virkon®S**.
- Label and date solution.
- Prior to applying detergent or disinfectant, regulated garbage (liquid and solid) must be removed from contaminated surfaces. Apply an absorbent material if needed. All collected regulated garbage and materials used in cleaning and disinfection must be disposed of as regulated garbage (3-Mil bag).
- Clean/scrub the affected area with detergent.
- Flush the affected area with clean water.
- Apply the **Virkon®S** solution generously; wet the entire affected area. Also apply to any equipment used to clean spill. Allow solution to remain for up to ten (10) minutes.
- Flush area with clean water and air dry per disinfectant label.

Provide information listed below to supervisor for required records maintenance.

- Disinfectant or sanitizer used.
- Date of disinfectant or sanitizer use.
- Specific location of disinfectant or sanitizer use.
- Volume and concentration of disinfectant or sanitizer used.

Supervisor/Crew Leader will enter information in the log book as required in Compliance Agreement. Records must be kept for three (3) years from the date of disinfectant or sanitizer usage.

"Spill Kit" Materials and Equipment

1. **Virkon®S** (EPA Reg. No. 71654-6) must be mixed according to the label for a 1% solution. Once mixed, Virkon®S may only be used for seven (7) days from the date of mixing. The name "Virkon®S" and the date the solution was mixed must be written on the container holding the solution.
2. A source of clean water adequate to achieve proper cleaning and disinfection
3. A detergent
4. A scrub brush
5. Equipment to pick up solid material (such as a shovel or broom and dustpan)
6. Materials to contain and or absorb liquids
7. Plastic leak-proof bags to hold collected materials (3-Mil bags)
8. Copy of all applicable Material Safety Data Sheets (MSDS) and disinfectant labels, if the original containers are not available
9. Appropriate personal protective equipment (such as rubber or latex gloves and safety goggles) and/or other equipment as required by the MSDS and the establishment.

Waste Services of Florida, Inc. / Progressive Waste Solutions

1751 S.W. 43rd Terrace
Deerfield Beach, Fl. 33442

3840 N.W. 37th Court
Miami, Fl.33142

Approved Routes:

Route 1: From Port Everglades, 1800 Eller Drive, Ft. Lauderdale, FL 33316 to Wheelabrator South: take 595 West to 441 go South to Wheelabrator at 4400 S. State Road 7, Fort Lauderdale, FL 33314. Tel #: 954-581-6606.

Route 2: EMERGENCY ROUTE ONLY IF SOUTH IS CLOSED: From Port Everglades to Wheelabrator North: Take 595 to 95 North to Sample Road, go West to Powerline Road, go North to Wiles Road and go west to Entrance at 2600 N.W. 48th Street (Wiles Road), Pompano Beach, FL 33073. Tel #: 954-971-8701.

Route 3: From Executive Airport at 1601 N.W.56th Street, Ft. Lauderdale, Fl.33309 to Wheelabrator South: take N.W.56th Street East to N.W.15th Avenue, go right (South) on N.W.15th Avenue to Commercial Boulevard., go left (East) to 1-95 go Southbound to 595, go West on 595 to 441, go South to Wheelabrator South at 4400 S. State Road 7 (441), Ft. Lauderdale, FL 33314. Tel#: 954-581-6606.

- Routes used to backup facilities must be followed. Changes must be approved by CBP.

List and schedule for regulated garbage pickup points:

- **Port Everglades is done on an as needed Basis and there are no set pick up Schedules with specific Customers.**
- **Executive Airports schedule is every 72 Hours and it is picked up at 1601 N.W. 56th Street, Ft. Lauderdale, FL 33309 and is picked up before 2:00pm.**
- **(Please see above.)**

4

1601 NW 56th St, Fort Lauderdale, FL 33309

1.	Head **east** on **NW 56th St** toward **NW 15th Ave**	go 374 ft total 374 ft
2.	Turn right onto **NW 15th Ave** About 2 mins	go 0.5 mi total 0.6 mi
3.	Take the 3rd left onto **NW 50th St/W Commercial Blvd** About 3 mins	go 0.6 mi total 1.2 mi
4.	Take the **Interstate 95 S** ramp to **Miami**	go 0.2 mi total 1.4 mi
5.	Merge onto **I-95 S** About 5 mins	go 5.1 mi total 6.5 mi
6.	Take exit **26** toward **International Airport/Port Everglades**	go 0.4 mi total 6.9 mi
7.	Merge onto **SW 20th Terrace** About 2 mins	go 1.5 mi total 8.4 mi
8.	Keep right at the fork, follow signs for **Florida's Turnpike/Interstate 595 W** and merge onto **I-595 W** About 2 mins	go 1.7 mi total 10.1 mi
9.	Take exit **8** to merge onto **FL-7 S/US-441 S** About 3 mins	go 2.1 mi total 12.2 mi
10.	Turn left onto **Powells Rd** About 1 min	go 0.1 mi total 12.3 mi
11.	Slight left to stay on **Powells Rd**	go 0.1 mi total 12.4 mi
12.	Slight left Destination will be on the right	go 0.1 mi total 12.5 mi

4400 S State Road 7, Davie, FL 33314

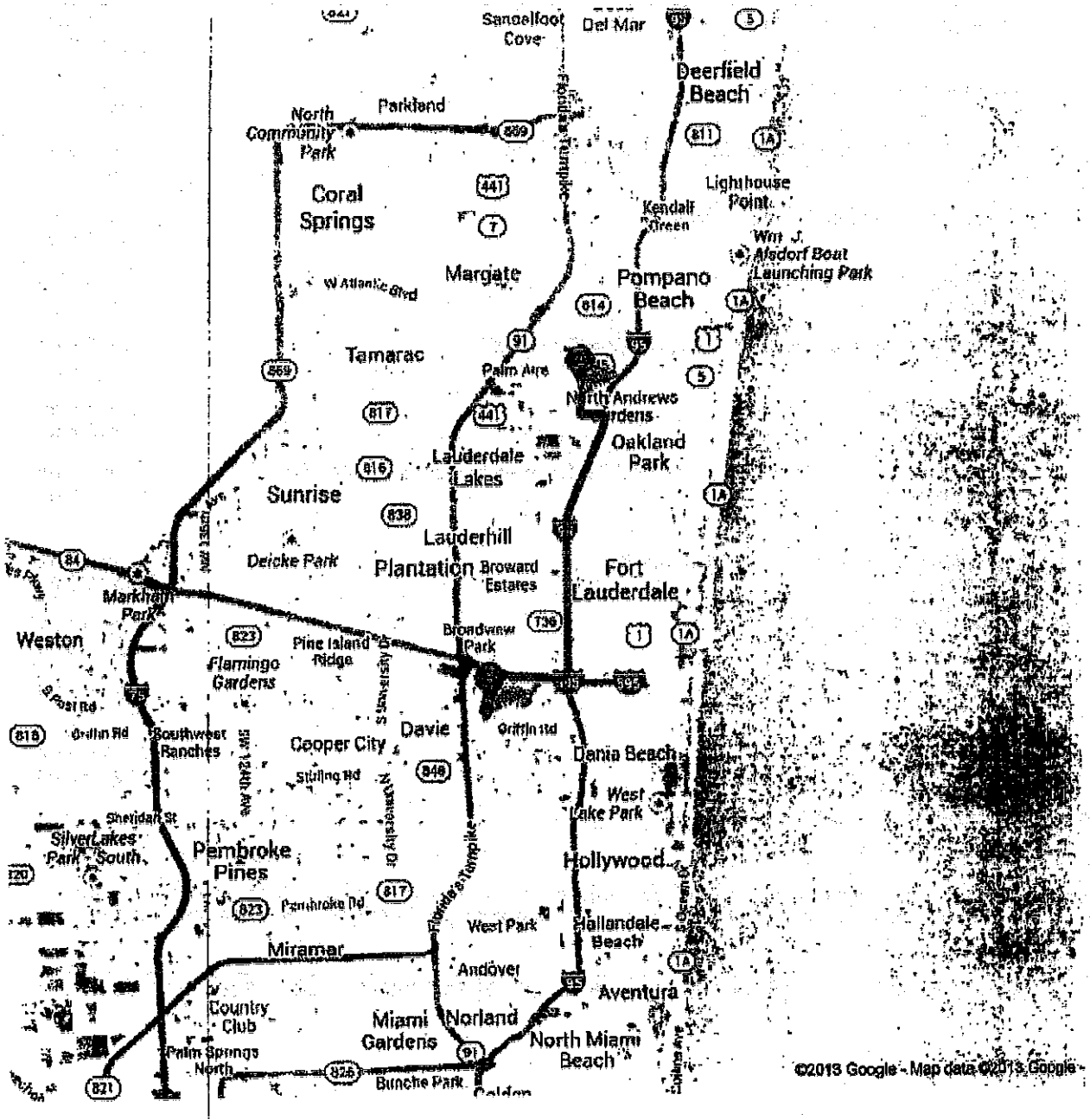
These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

Google

Directions to 4400 S State Road 7, Davie, FL 33314
12.5 mi – about 18 mins



1601 NW 56th St, Fort Lauderdale, FL 33309

1. Head **east** on **NW 56th St** toward **NW 15th Ave**	go 374 ft total 374 ft
2. Turn right onto **NW 15th Ave**	go 489 ft total 0.2 mi
3. Take the 1st left onto **NW 55th St**	go 0.2 mi total 0.4 mi
4. Take the 1st left onto **NW 12th Ave** About 45 secs	go 0.3 mi total 0.6 mi
5. Continue onto **NW 10th Terrace** About 49 secs	go 0.4 mi total 1.0 mi
6. Turn right onto **NW 62nd St/W Cypress Creek Rd** About 45 secs	go 0.1 mi total 1.1 mi
7. Take the 1st left onto **Powerline Rd** About 12 mins	go 6.1 mi total 7.2 mi
8. Turn left onto **Wiles Rd** About 2 mins	go 1.3 mi total 8.5 mi
9. Make a U-turn Destination will be on the right About 2 mins	go 0.8 mi total 9.3 mi

2600 Wiles Rd, Coconut Creek, FL 33073

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

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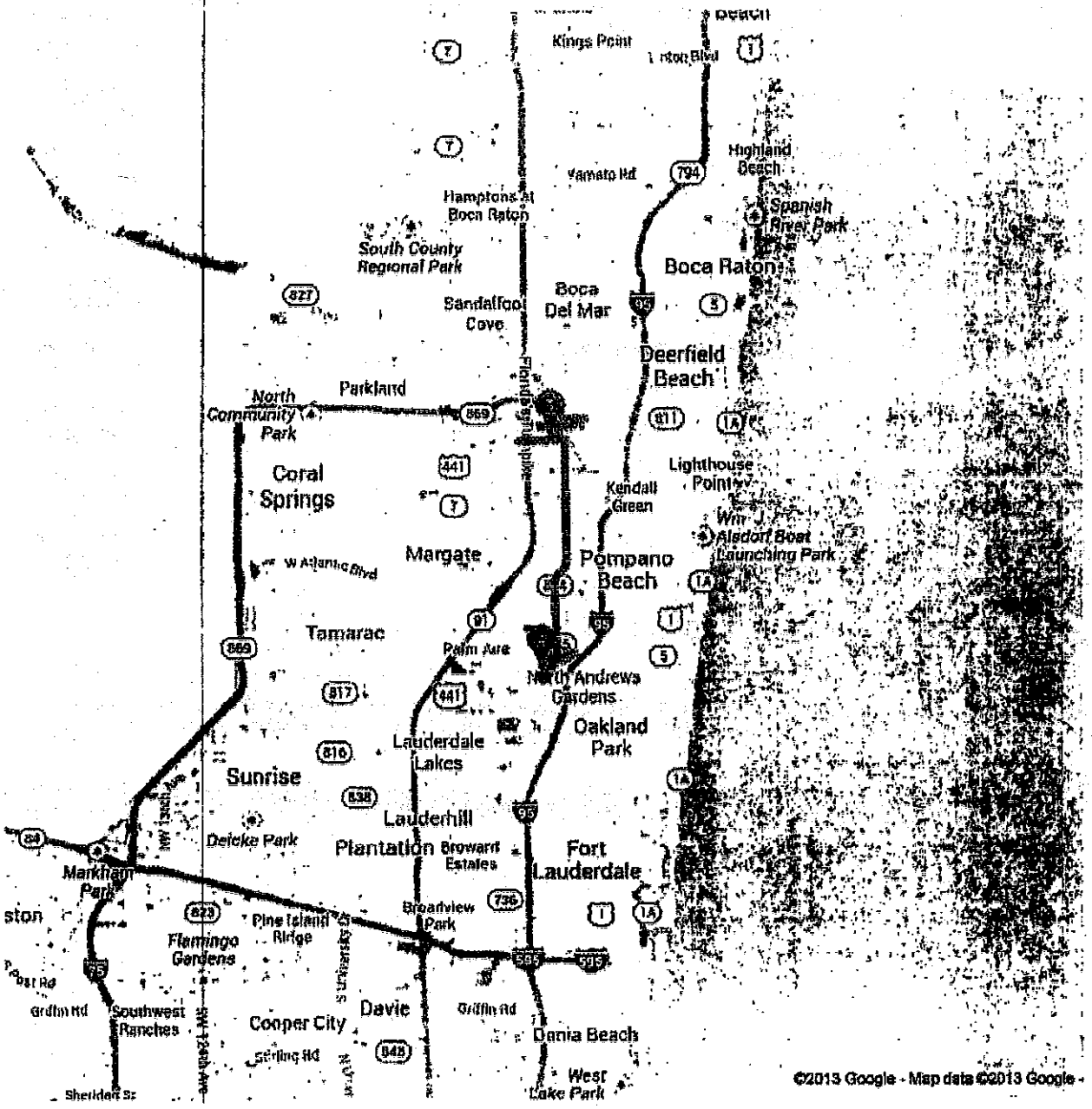
Google

Directions to 2600 Wiles Rd, Coconut Creek, FL 33073
9.3 mi – about 21 mins



1800 Eller Dr, Fort Lauderdale, FL 33316

1.	Head **east** on **Eller Dr** toward **SE 18th Ave** Restricted usage road	go 0.1 mi total 0.1 mi
2.	Make a **U-turn** at **SE 18th Ave** Partial restricted usage road About 3 mins	go 0.8 mi total 0.9 mi
3.	Continue onto **I-595 W** About 3 mins	go 3.6 mi total 4.5 mi
4.	Take exit 8 to merge onto **FL-7 S/US-441 S** About 3 mins	go 2.1 mi total 6.7 mi
5.	Turn left onto **Powells Rd** About 1 min	go 0.1 mi total 6.8 mi
6.	Slight left to stay on **Powells Rd**	go 0.1 mi total 6.9 mi
7.	Slight left Destination will be on the right	go 0.1 mi total 7.0 mi

4400 S State Road 7, Davie, FL 33314

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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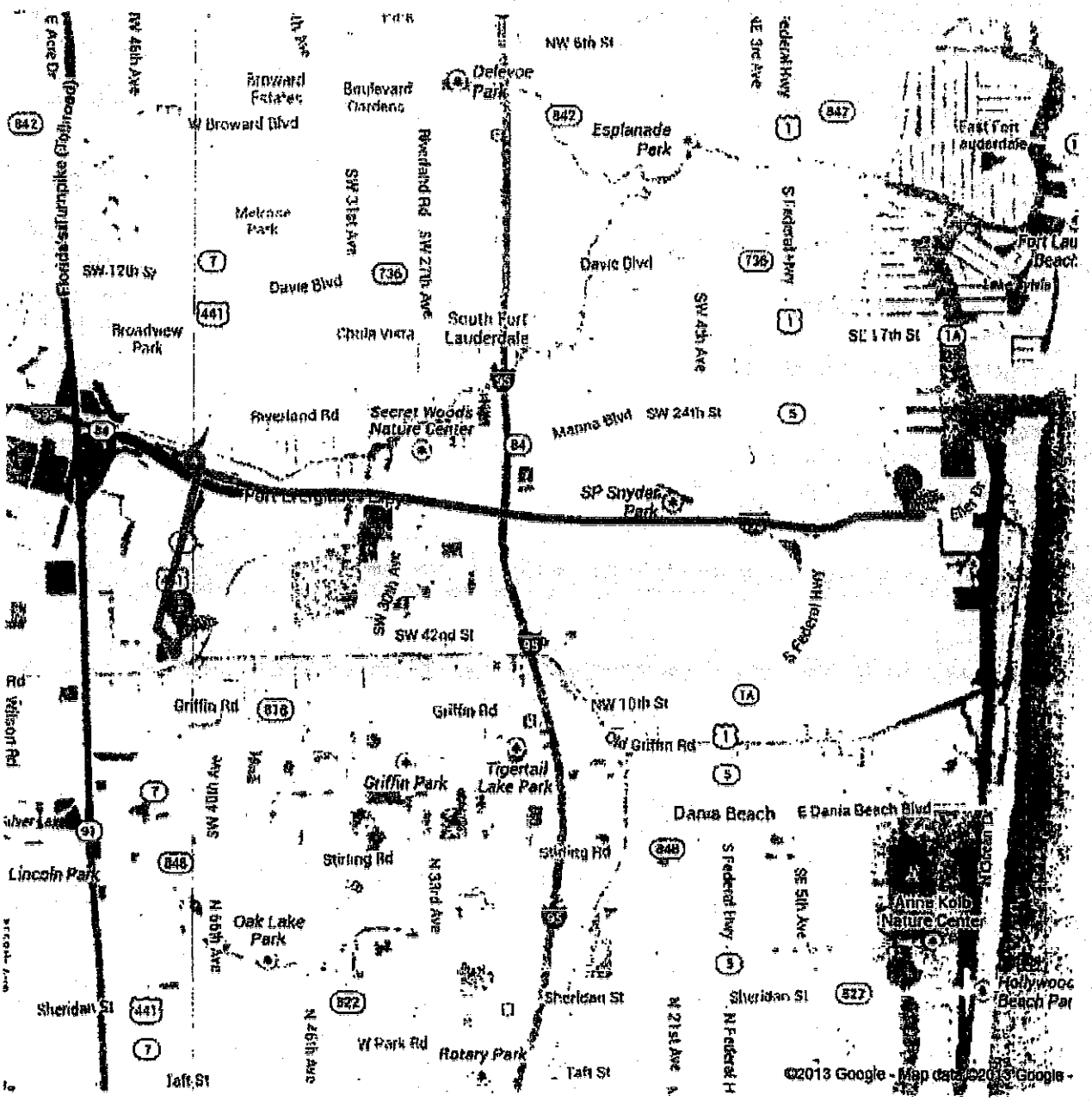
Google

Directions to 4400 S State Road 7, Davie, FL 33314
7.0 mi – about 11 mins



1800 Eller Dr, Fort Lauderdale, FL 33316

	1. Head **east** on **Eller Dr** toward **SE 18th Ave** Restricted usage road	go 0.1 mi total 0.1 mi
	2. Make a **U-turn** at **SE 18th Ave** Partial restricted usage road About 3 mins	go 0.8 mi total 0.9 mi
	3. Continue onto **I-595 W** About 3 mins	go 3.6 mi total 4.5 mi
	4. Take exit **8** for **Florida's Turnpike** Partial toll road About 1 min	go 0.9 mi total 5.4 mi
	5. Continue toward **Florida's Turnpike** Partial toll road	go 0.4 mi total 5.8 mi
	6. Keep left at the fork and merge onto **Florida's Turnpike** Partial toll road About 12 mins	go 13.6 mi total 19.4 mi
	7. Take exit **69** for **FL-834 W** Partial toll road About 51 secs	go 0.5 mi total 19.9 mi
	8. Turn left onto **FL-834 W/W Sample Rd** About 2 mins	go 1.3 mi total 21.2 mi
	9. Turn right onto **Lyons Rd** About 2 mins	go 0.8 mi total 22.0 mi
	10. Turn right onto **Wiles Rd** Destination will be on the right About 3 mins	go 1.7 mi total 23.7 mi

2600 Wiles Rd, Coconut Creek, FL 33073

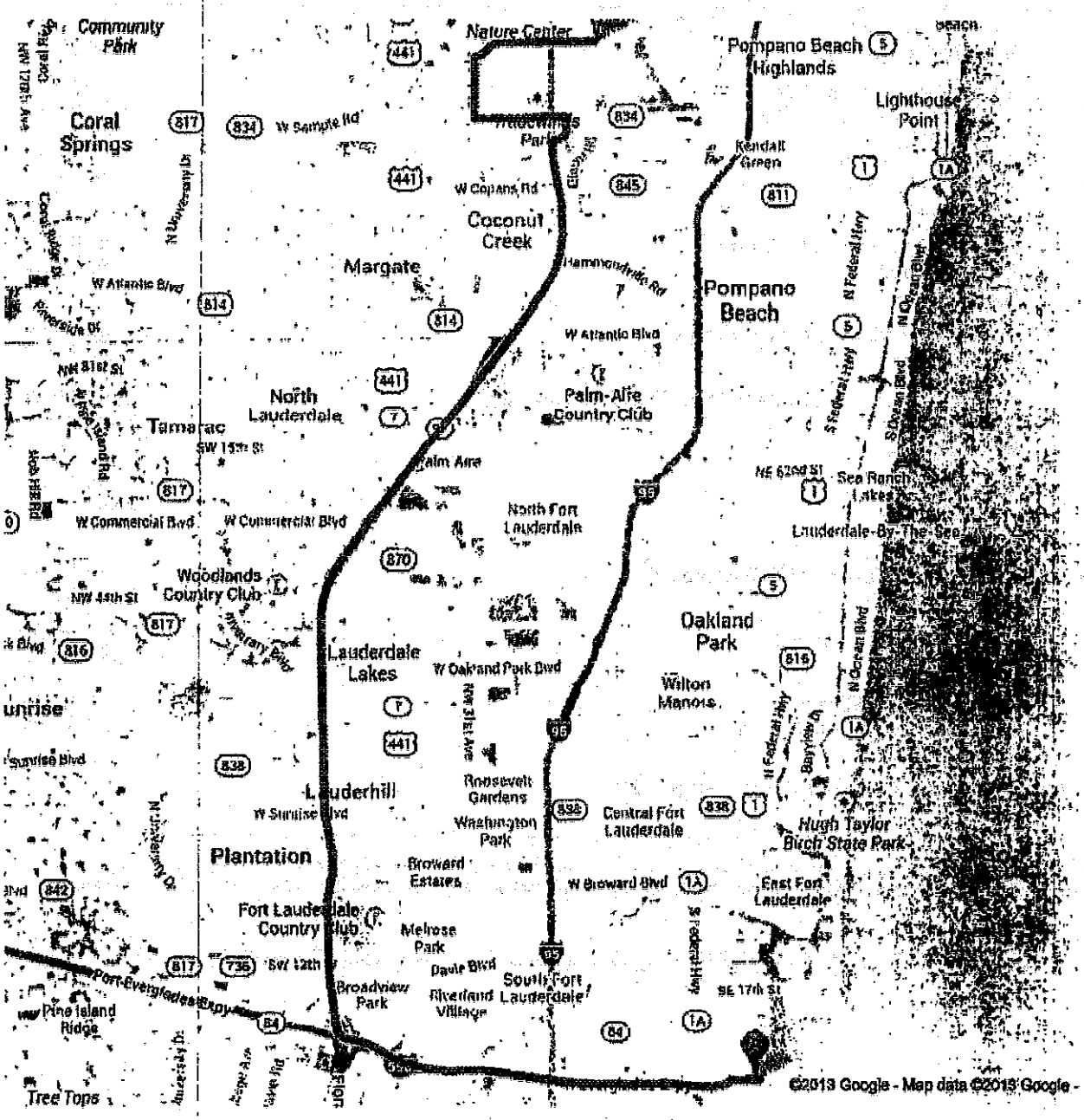
These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.

Google

Directions to 2600 Wiles Rd, Coconut Creek, FL 33073
23.7 mi – about 28 mins



Waste Services of Florida, Inc. / Progressive Waste Solutions

1751 S.W. 43rd Terrace
Deerfield Beach, Fl. 33442

3840 N.W. 37th Court
Miami, Fl.33142

Training Program

All personnel handling USDA regulated material must be trained according to the company's SOP and a formal and documented training session including the UDSA APHIS-provided video "No Free Ride" and the Compliance Agreement and Attachment(s) as executed between **(company name)** and USDA APHIS.

The training will include review and discussion of:

1. Definition of regulated garbage
2. Purpose of regulations: to safeguard American agriculture by preventing entry of Foreign Animal Diseases (FAD) and pests, and plant diseases and pests, into the US
3. USDA DVD "No Free Ride"
4. The company's Compliance Agreement
5. The company's SOP
6. Emergency Communications
   - Any Operational procedures policies and actions in question must be immediately addressed to the **(name, phone number).**
   - For fire, injury or Law Enforcement emergencies dial 911 at the phone located at the processing desk within the facility or contact **(name, phone number).**

Name and Signature: _____

Date: _____

Port Director Approval _____

Date: _____

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

DBA:
Business Name: PROGRESSIVE WASTE SOLUTIONS OF FL INC

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

Owner Name: DAVE EBERLIN
Business Location: 3101 NW 16 TERR
POMPANO BEACH
Business Phone: 954-349-4735

Business Opened: 10/01/1999
State/County/Cert/Reg:
Exemption Code:

BROWARD

Rooms	Seats	Employees	Machines	Professionals
		1		

For Vending Business Only

Number of Machines:	Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

Mailing Address:

PROGRESSIVE WASTE SOLUTIONS OF FL
3101 NW 16 TERR
POMPANO BEACH, FL 33064

Receipt #02B-12-00002632
Paid 09/30/2013 36.30

2013 - 2014

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

543-11413

International Waste Disposal

AnnDebra Diaz

954-828-5949

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of $1 million or more:
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

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

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

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

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

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

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

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

bid, at the sole option of the City.

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

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

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

PART IV BONDS AND INSURANCE

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

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

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

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors 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 Auditor or designee, 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.

5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 **PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:**

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) ***Progressive Waste Solutions of FL, Inc.*** Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: **Progressive Waste Solutions of FL, Inc.**

AUTHORIZED COMPANY PERSON: **Dean DiValerio**	**Dean DiValerio**	**4/22/14**
NAME	SIGNATURE	DATE

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.

NAME	RELATIONSHIPS
None	None

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

BID/PROPOSAL SIGNATURE PAGE

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

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

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

Submitted by: **Dean DiValerio** **4/22/14**
(Authorized signature) (date)

Name (printed) **Dean DiValerio** Title: **Southeast Region Vice President**

Company: (Legal Registration) **Progressive Waste Solutions of FL, Inc.**

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

Address: **3101 N.W. 16th Terrace**

City: **Pompano Beach** State: FL Zip: **33064**

Telephone No. **954-582-9300** FAX No. **954-349-9483** Email: **damian.ribar@progressivewaste.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **Pick-ups will occur every 72 hours**

Payment Terms (section 1.04): **N/A** Total Bid Discount (section 1.05): **N/A**

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

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

Addendum No.	Date Issued
N/A	**N/A**

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

YES ☑ NO ☐

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND

CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances: **No Variations**

revised 11-29-11