

**AGREEMENT FOR
SEMI-AUTOMATIC REFUSE AND RECYCLING CARTS, REPLACEMENT
PARTS AND DEPLOYMENT SERVICES**

THIS AGREEMENT, made this 18th day of May 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Otto Environmental Systems (NC), LLC, a Delaware limited liability company authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 12700 General Drive, Charlotte, NC 28273, Phone 800-795-6886, Fax 704-588-6899, Email: sbowling@otto-usa.com, for the term specified herein,

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

WITNESSETH:

I. DOCUMENTS

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

- (1) Invitation to Bid 623-10869 Semi-Automatic Refuse and Recycling Carts, 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 February 23, 2012, ("Exhibit B").

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

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated May 18, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on April 17, 2012 and shall end on April 16, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, except that the price for bid item No. 623-10869-01-02, together with bid item 623-10869-01-08 and in-mold labels as specified in Paragraph 2.13, PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, of the ITB, is \$45.00 per unit, for up to 40,000 units. Quantities of such items in excess of 40,000 shall be at prices contained in the Contractor's response to the ITB. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

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

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

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

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

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

AA. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

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

BB. Scrutinized Companies

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

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List 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.

CC. Deletion of "Confidential"

All references in the Contractor's response to the ITB suggesting that the Contractor's response to the ITB contains confidential information, including, but not limited to the following language contained in the Contractor's response to the ITB, shown here as stricken, to wit:

~~PROPRIETARY & CONFIDENTIAL:—The "Scope of Operations" information in the first section beginning on this page is provided for the City of Fort Lauderdale's convenience and evaluation—but must be considered privileged and is not for public distribution.~~

is deleted.

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

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

CONTRACTOR

By: Otto Environmental Systems North America, Inc., a Delaware corporation, Managing Member

By: [Signature]
Print Name: Diana Thomas
President (Please attach proof of office.)
Treasurer

ATTEST:

By: [Signature]
Print Name: Sarah Campbell
Secretary

(SEAL)

STATE OF North Carolina :
COUNTY OF Mecklenburg :

The foregoing instrument was acknowledged before me this 15 day of May, 2012, by Diana Thomas as Treasurer for Otto Environmental Systems North America, Inc., a Delaware corporation, as managing member for Otto Environmental Systems (NC), LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

[Signature]
Notary Public, State of North Carolina
(Signature of Notary Public)

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

Personally Known OR Produced Identification _____
Type of Identification Produced _____

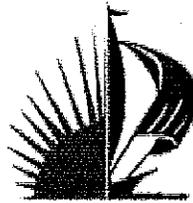
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***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

623-10869

**CONTRACT
COPY**

Semi-Automatic Refuse and Recycling Carts



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

Bid 623-10869 Semi-Automatic Refuse and Recycling Carts

Bid Number **623-10869**
Bid Title **Semi-Automatic Refuse and Recycling Carts**

Bid Start Date **Jan 23, 2012 4:30:12 PM EST**
Bid End Date **Feb 23, 2012 2:13:59 PM EST**
Question & Answer End Date **Feb 16, 2012 5:00:00 PM EST**

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

Contract Duration **See Specifications**
Contract Renewal **See Specifications**
Prices Good for **Not Applicable**
Pre-Bid Conference **Feb 9, 2012 10:00:00 AM EST**
Attendance is optional
Location: City of Fort Lauderdale
City Hall
100 North Andrews Avenue
5th Floor Conference Room
Fort Lauderdale, FL 33301.
A PHONE BRIDGE CONFERENCE IS AVAILABLE. SEE PART I, PARAGRAPH 04. OF THIS ITB FOR FURTHER INFORMATION.

Bid Comments **The City of Fort Lauderdale, Florida is seeking bids from qualified bidders, hereinafter referred to as the Bidder or Contractor, to provide semi-automated roll-out carts for the collection of recyclables, yard waste and refuse for households, including cart assembly, delivery and distribution services to residents, RFID Identification Tags, tracking and reporting software and scanners and spare parts for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

Item Response Form

Item **623-10869--01-01 - 35 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label**
Quantity **1500 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.06. State the manufacturer and model number.

Item **623-10869--01-02 - 65 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label**
Quantity **40000 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 40000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.06. State the manufacturer and model number.

Item **623-10869--01-03 - 95 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label**Quantity **1500 each**Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.06. State the manufacturer and model number.

Item **623-10869--01-04 - 65 Gallon Garbage Cart - Black**Quantity **3000 each**Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 3000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.06. State the manufacturer and model number.

Item **623-10869--01-05 - 95 Gallon Garbage Cart - Gray**Quantity **300 each**Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 300

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.06. State the manufacturer and model number.

Item **623-10869--01-06 - 95 Gallon Vented Yard Waste Cart - Green**Quantity **2000 each**Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications

See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.06. State the manufacturer and model number.

Item **623-10869--01-07 - Single Stream Recycling Cart Assembly, Delivery and Distribution**
 Quantity **38000 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 38000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.11.

Item **623-10869--01-08 - Radio Frequency Identification (RFID) Tags Installed**
 Quantity **43000 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 43000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.12. State the manufacturer and model number.

Item **623-10869--01-09 - Radio Frequency Identification (RFID) Hand-Held Scanners**
 Quantity **8 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 8

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.12. State the manufacturer and model number.

Item **623-10869--01-10 - Radio Frequency Identification (RFID) Hand-Held Four Port Docking Station**
 Quantity **2 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 2

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.12. State the manufacturer and model number.

Item **623-10869--01-11 - Air Vent Spare Repair Part**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-12 - Axle Spare Repair Part for 35 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-13 - Axle Spare Repair Part for 65 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-14 - Axle Spare Repair Part for 95 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-15 - Axle Spacer Spare Repair Part**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-16 - Lid With Markings Spare Repair Part for 35 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-17 - Lid With Markings Spare Repair Part for 65 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-18 - Lid With Markings Spare Repair Part for 95 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-19 - Lid Hinge Pin Spare Repair Part**
 Quantity **500 each**
 Unit Price

Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-20 - Wheel, Eight (8) Inch Spare Repair Part for 35 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-21 - Wheel, Ten (10) Inch Spare Repair Part for 65 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-22 - Wheel, Twelve (12) Inch Spare Repair Part for 95 Gallon Cart**
 Quantity **500 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 500

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.18. State the manufacturer and model number.

Item **623-10869--01-23 - Optional In-Mold Lid Labels-New 65/95 Gallon Carts**
 Quantity **5300 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 5300**Description**

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.14. State the manufacturer and model number.

Item **623-10869--01-24 - Optional Radio Frequency Identification (RFID) Tags**
 Quantity **5300 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 5300

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.12. State the manufacturer and model number.

Item **623-10869--01-25 - Optional Radio Frequency Identification (RFID) Ultra High Adhesive Tags**
 Quantity **80000 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 80000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.12. State the manufacturer and model number.

Item **623-10869--01-26 - Optional Air Vents (4) for Recycling Carts**
 Quantity **43000 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 43000

Description

Enter a unit price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.15. State the manufacturer and model number.

Item **623-10869--01-27 - Tracking and Reporting Software System Service**
 Quantity **24 month**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 24

Description

Enter a monthly price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.13.

State the manufacturer and other descriptive information.

Item **623-10869--01-28 - Purchase of 18 Gallon Recycling Bins**
Quantity **20000 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 20000

Description

Enter a unit price for the recycle content value of old 18 gallon recycling bins to be pickup from homes and transported to a recycling facility in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.10.
Note: The value of this item will be deducted from the Bidder's total bid price. This Item will not be included in the determination of the lowest priced bidder.

**INVITATION TO BID (ITB) 623-10869
SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS**

REVERSE AUCTION BID

Bidders please be advised that this solicitation is a REVERSE AUCTION it is not a standard bid. For this solicitation bidders offer their bid on the item, competing to offer the lowest price that meets all of the specifications of the bid. As the auction progresses, all participants are able to view all other offers and are given the option to submit a lower price than what is currently proposed by the competition. This is allowed until the bid closes. If an offer is made within 5 minutes of the bid end time, then the bid will be extended by 5 more minutes to allow time for competitors to submit a counter offer. Any questions about this type of solicitation, please contact BIDSYNC.Com customer support at 1.800.990.9339

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SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS**

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide semi-automated roll-out carts for the collection of recyclables, yard waste and refuse for households for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

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

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

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

03. TRANSACTION FEES

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

04. PRE-BID CONFERENCE MEETING/PHONE CONFERENCE

There will be a Pre-Bid conference meeting, also available via Phone Conference, on Thursday, February 9, 2012 at 10:00 A.M. EST, City Hall, 100 North Andrews Avenue, 5th Floor, Fort Lauderdale, FL 33301. Phone Conference Bridge Information is as follows:

Remote Participants Instructions:

- 1) Dial the Conference Bridge Telephone Number: 954-828-7451
- 2) Follow the first prompt instructions:
 - o "Please, enter your meeting ID followed by # sign" 1112 #
- 3) Follow the second prompt instructions:
 - o "Welcome to the Conference Call, please say your name after the tone"

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

05. ELIGIBILITY

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

06. PRICING/DELIVERY

Delivery is required within forty-five (45) calendar days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, freight charges included.

Refer to paragraph 2.10 ORDERING, SHIPPING AND DELIVERY TO CITY SITES of PART II TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB.

07. BID DOCUMENTS

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

08. AWARD

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

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

09. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 09/11 (GC) are included and made a part of this ITB.

10. NEWS RELEASES/PUBLICITY

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

11. CONTRACTORS' COSTS

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

12. RULES AND SUBMITTALS OF BIDS

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

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13. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

14. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

15. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this ITB

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

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

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

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be

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resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

16. INVOICES/PAYMENT

Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

17. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

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

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

18. DELETION OR MODIFICATION OF SERVICES

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

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

19. INSURANCE

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

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall

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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 Department.

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

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

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

Certificate holder should be addressed as follows:

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

20. SUB-CONTRACTORS

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

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

21. INSURANCE – SUB-CONTRACTORS

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

22. 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.

23. PUBLIC ENTITY CRIMES

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

24. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

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

25. **CANADIAN COMPANIES**

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

26. **LOBBYING ACTIVITIES**

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

27. **BID TABULATIONS/INTENT TO AWARD**

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

28. **VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment B) should be completed and submitted with Proposer's response to this ITB.

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29. **CONTRACT AGREEMENT**

Sample Contract Agreement Form (Attachment A) is included and made a part of this Invitation to Bid. Terms and Conditions of final agreement will be included as applicable to this ITB.

INVITATION TO BID (ITB) 623-10869**SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS****PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES****2.01 SCOPE OF SERVICES**

The Public Works Department Sanitation Division is seeking a qualified manufacturer to furnish and deliver, on an annual basis as needed, semi-automated roll-out carts for the collection of recyclables, yard waste and refuse. It is anticipated that a start-up order will include 40,000 recycling carts for the transition to automated single-stream recycling collection.

Additionally, this bid contains options for tracking cart inventory and curbside recycling participation, as well as the pickup and recycling of existing 18 gallon recycling bins.

2.02 CONTAINER SIZES AND CAPACITY

	Height	Width	Depth	Wheel	Weight	Capacity
Recycling						
35 Gallon Cart	38"	20"	23"	8"	20 lbs.	80-160 lbs.
64-65 Gallon Cart	40"	25"	26"	10"	30 lbs.	150-225 lbs.
95-96 Gallon Cart	45"	27"	34"	12"	40 lbs.	250-325 lbs.
Garbage Garts						
64-65 Gallon Cart	40"	25"	26"	10"	30 lbs.	150-225 lbs.
95-96 Gallon Cart	45"	27"	34"	12"	40 lbs.	250-325 lbs.
Yard Waste Carts						
95-96 Gallon Cart	45"	27"	34"	12"	40 lbs.	250-325 lbs.

2.03 MANUFACTURING PROCESSES AND MATERIALS

The bid container must be the manufacturer's latest design.

Each container must be made from the injection-molded process.

The base plastic resin used in the manufacturing process for the cart body and lid must be first-quality high-density polyethylene (HDPE) mixed with a minimum of 20% post-consumer high-density (HDPE) resin. Material must satisfy manufacturer's original specification for first quality material. Off-spec or wide spec material is not acceptable.

The plastic resin must be enhanced with color pigment, ultraviolet light stabilizers and antioxidants, uniformly distributed throughout the finished container to prevent deterioration and shattering. Dry mixing or dry blending of color pigments and resin is not acceptable. Color shall be non-fading throughout the warranty period.

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2.04 NUMBER OF CONTAINERS

The quantities shown in the table below are the City's best estimates for container requirements needed during the contract period. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

	Year 1	Years 2-4
Recycling		
Annual Quantities		
35 Gallon Cart	1,500	500
65 Gallon Cart	40,000	3,000
95 Gallon Cart	1,500	500
Garbage		
Annual Quantities		
65 Gallon Cart	3,000	3,000
95 Gallon Cart	300	300
Yard Waste		
Annual Quantities		
95 Gallon Cart	2,000	2,000

2.05 COLORS

Bidder shall provide color chips no smaller than 1" x 2" with Bid submittal. The CITY must approve the final colors for all types of containers listed in the Bid.

	Color	Description
Recycling		
35 Gallon Cart	Rehrig Pacific BL52 or equivalent	Pepsi Blue / matching blue lid / black wheels
65 Gallon Cart	Rehrig Pacific BL52 or equivalent	Pepsi Blue / matching blue lid / black wheels
95 Gallon Cart	Rehrig Pacific BL52 or equivalent	Pepsi Blue / matching blue lid / black wheels
Garbage		
65 Gallon Cart	Rehrig Pacific BL38 or equivalent	Black / matching black lid / black wheels
95 Gallon Cart	Rehrig Pacific GR75 or equivalent	Gray / matching gray lid / black wheels
Yard Waste		
95 Gallon Cart	Rehrig Pacific GR61 or equivalent	Green / matching green lid / 4 matching green air vents / black wheels

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2.06 CART CONTAINER REQUIREMENTS

ANSI CONFORMANCE: All containers shall meet ANSI container standards Z-245.30 and Z-245.60 for "Type B/G" containers. The bidder must submit independently certified copies of all ANSI test results with the proposal.

FINISH: The container shall be manufactured with a smooth surface inside and out, free of inside recesses, projections or other obstructions where material inside the containers could be trapped. No coatings or sprayed on surfaces are permitted. The body and lid shall have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

STABILITY: The container shall be designed to remain in the upright position when the lid is thrown open, either loaded or empty. The container must be designed to withstand winds averaging 35 miles per hour when empty (based on the average wind resistance of the four sides of the cart).

LIFT SYSTEM: The container shall be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping. The container shall be designed to be picked up and dumped by a semi-automated lifting device that will pick up the leading side of the container and also will prevent it from falling into the truck hopper, and by a fully automated lifting device that encircles the cart. The container shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts. The container lifting section and retainer bar shall be permanently molded into the container by the manufacture.

ABRASION PROTECTION: The containers must be designed with a double drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in strip.

RIM OF BODY: The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.

WALL THICKNESS: The containers shall be manufactured with a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in critical wear points (i.e., cart bottom, handle and lift mechanism).

LIDS: The container lid shall be manufactured from the same material as the container body and be of such a configuration that it will not warp, bend, slump, or distort to such extent that it no longer fits the container properly or becomes otherwise unserviceable. A UVR inhibitor is required. The inhibitor shall be guaranteed effective against sun deterioration and/or the lid becoming brittle due to exposure. The lid shall be one-piece construction and the lid design and weight shall prevent rainwater from entering the container and will not blow open under general weather conditions. The container section will be furnished with a hinged lid, with hinge to the rear of wheeled section. Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall overlap sides, but shall flare out so they will not bind against the sides if the lifting device distorts the container. Lids shall be securely attached to the container without the use and nuts and bolts and shall be hinged to open by gravity as the container is dumped. The lid shall open to a position 270 degrees from the closed position and hang open without stressing the lid, container body or tipping over the cart. Lids must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-molded label technology. Lids shall not have a locking device. The City must approve lid

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design.

HANDLES: Each container shall have a horizontal handle to provide comfortable gripping areas for pulling or pushing the container. The handle and handle mounts must be an integrally molded part of the container body or lid, and only expose plastic surfaces to the hands of the user.

WHEELS: Each container shall be furnished with two (2) plastic molded or rubber snap on wheels (per 2.02) and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant metal.

AXLE: Each container shall be furnished with a universal axle with a corrosion resistant coating. Axle must slide in the cart bottom and must not be exposed to contents inside of container. This Axle shall be interchangeable with 65 and 95 carts in this ITB.

AIR VENTS: Yard Waste Carts shall be manufactured with four air vents. Outlined in 2.15

NESTING AND DESIGN: The container shall be manufactured with a narrow width design to fit through 30" door opening. The container shall be manufactured with a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment. There shall be no other metal attachments, metal framing, or nuts and bolts on the container, excluding the metal axle and the wheel's inner lock pin.

SERIAL NUMBERS: Each container must have a serial number and barcode hot stamped in white on the face of its body. The serial number shall be determined by the City of Fort Lauderdale. Serial numbers shall be in sequence beginning with the year of manufacture.

CONTAINER LOGO: The City of Fort Lauderdale logo shall be affixed by hot stamp onto both sides of the container. The logo shall be placed near the top portion of the cart to avoid being damaged by the automated lifting arm.

ADDITIONAL MARKINGS: All carts and/or lids shall be clearly embossed with raised letters as follows:

- a. PROPERTY OF CITY OF FORT LAUDERDALE
- b. ↓ PLACE CONTAINER WITH ARROWS FACING THE STREET FOR COLLECTION ↓

The following information will also appear on the cart/lid near the front: This information shall be affixed by hot stamp.

65-gallon black Garbage cart:
 Cart – white City Logo both sides
 Lid - at least 2" white lettering
 at least 1" white lettering
 at least 1" white lettering
 at least 1" white lettering

GARBAGE ONLY (Green Your Routine Logo)
 (No Recyclables - No Yard Waste)
 Keep Lid Closed
 954-828-8000

95-gallon green Yard Waste cart:
 Cart – white City Logo both sides
 Lid - at least 2" white lettering
 at least 1" white lettering
 at least 1" white lettering

YARD WASTE ONLY (Green Your Routine Logo)
 (No Garbage - No Recyclables)
 Keep Lid Closed

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at least 1" white lettering

954-828-8000

95-gallon gray Commercial cart:
Cart – white City Logo both sides
Lid - color white at least 2" lettering
at least 1" white lettering
at least 1" white lettering
at least 1" white lettering

GARBAGE ONLY (Green Your Routine Logo)
(No Recyclables - No Yard Waste)
Keep Lid Closed
954-828-8000

35, 65 & 95 gallon blue Recycling cart:
Cart - white City Logo both sides
Lid – In-Mold Label

IN-MOLD See 2.13

In addition, to comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts as shown below. Mark shall be visible and shall be at least 3" x 3" or compliant with current regulations.

SPI VOLUNTARY CODING SYSTEM

1 – PETE

2 – HDPE

3 – V

2.07 CONTAINER SAMPLES

To ensure that the containers meet the bid specifications and will operate properly with existing lifting devices, the successful bidder being considered for award will deliver a sample of each cart for inspection at no cost to the City (if requested by the City). Samples must be exact product CONTRACTOR will deliver during the contract period except for hot stamps.

2.08 QUALITY CONTROL

A cart will be chosen at random from each delivery for compliance testing with specifications set forth in this contract. If a cart does not meet specifications, two additional carts will be chosen and inspected for specification compliance. The entire shipment will be considered not in compliance with specifications set in this contract, if either one of the additional carts fails to meet specifications.

The contractor will be notified of the discrepancy and will have the following two options:

- 1) have the entire shipment returned, at contractor expense, to the factory for correction, or
- 2) City may accept the shipment, and contractor shall compensate the Public Works Department for alterations.

2.09 ORDERING, SHIPPING AND DELIVERY TO CITY SITES

Cart Orders placed by the City will be in the form of written communication via fax or e-mail from the Public Works Department to the sales office. Each container/part will be ordered by "Item or Model Number," supplied by the manufacture, identifying the cart size, color, and specification. The current contract cost per item will also be provided on the order form.

The Sales Office will acknowledge and confirm cart order via fax or e-mail upon receipt of order and

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specify approximate delivery date. Additionally, the City and the Contractor are jointly responsible to ensure that the annual Purchase Order dollar amount is not to be exceeded without a Purchase Order Change Order.

All bid prices quoted are to include delivery charges, FOB: Destination.

Time is of the essence for any orders placed as a result of this bid. Deliveries shall be completed no later than forty-five (45) calendar days after receipt of order. The City reserves the right to cancel any orders, or parts thereof, without obligation if delivery is not made in accordance with this shipping and delivery schedule.

Containers shall be delivered assembled or unassembled.

The City's intent is to order by the truckload, but at times, not to exceed six per year, a minimum of 100 containers may be ordered. Parts will be ordered by Lot size or Kits (please specify).

Current Delivery Contact and Address for Yard Waste, Garbage and Commercial Carts, Replacement Recycling Carts:

Tricia Bagan, Administrative Assistant
City of Fort Lauderdale Sanitation Cart Shop
1901 N.W. 6th Street
Fort Lauderdale, FL 33311
954-828-5205 or 954-818-2452 (*24 Hour Advanced Notice Required for Deliveries)
Receiving Hours: Monday – Friday 7:00 a.m.- 9:00 a.m. Excluding City Holidays
Note: The City may use other sites within Broward County.

2.10 SINGLE-STREAM RECYCLING CART ASSEMBLY, DELIVERY AND DISTRIBUTION TO RESIDENTS: SPECIAL START-UP ORDER

The Contractor shall be responsible for coordinating the delivery of recycling carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts and informational packets to homes throughout the City of Fort Lauderdale. A separate, all-inclusive per unit cost for the assembly and distribution of approximately 38,000 recycling roll-out carts shall be bid on the Bid Sheet (Item Response Form).

Additionally, the Contractors shall pickup from homes and recycle an estimated 20,000 existing light blue or green 18 gallon plastic recycling bins. The collection shall take place on the same day that the carts are delivered. A separate, all-inclusive per unit price shall be provided for the collection of approximately 20,000 18 gallon bins shall be bid on the Bid Sheet (Item Response Form). The older light blue or green bins are marked with the City logo and cannot be reused or redistributed for any purpose other than recycling. All plastic bins shall be disposed of by a City approved recycling process. The Contractor shall provide a fair market purchase price to the City on the Bid Sheet (Item Response Form) for the recycling content value, inclusive of shipping costs.

Any and all shipping and handling costs shall be included in the bid price for the full recycling cart order.

The Contractor shall provide an experienced assembly and distribution staff. In addition to a Project Manager, the Contractor shall provide supervisor level full-time employees of the company to work

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directly with the City staff to solve any problems resulting from distribution services while that service is being provided.

Current Contact and Address for Recycling Carts:

Loretta Cronk
Recycling Program Coordinator
954-828-7701 or 954-665-1986 (*24 Hour Advanced Notice Required for Deliveries)

The city is offering two sites for storage, assembly and staging for distribution, if needed by the selected vendor:

Facility A - 4030 South State Road 7, Davie, FL, 33312
Facility B - 1901 N.W. 6th Street, Fort Lauderdale, FL, 33311

Note: If needed, the City may direct the Contractor to use other sites within Broward County.

These locations shall also serve as the base for recycling cart assembly and distribution. Please note:

Facility A, the larger of the two facilities, will be available Monday through Friday from 7:00 AM to 3:30 PM. Only small amounts of product can be stored on site over the weekends.
Facility B will be available Monday through Friday from 7:00 AM to 3:30 PM, and Saturdays from 7:00 AM to 1:30 PM. Both sites are closed on holidays.

If the Contractor wishes to use additional locations for cart delivery, assembly and distribution they shall do so at no additional cost to the city, and must do so with the city's approval.

The Contractor shall unload all delivery trailers and unload them in a manner not to create unnecessary noise. All tractor-trailers must be unloaded and removed from the property by 3:00 p.m. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the contractor to replace. Contractor must deliver two tractor-trailer loads per day (i.e., an average of 1,200 carts per day).

ASSEMBLY: Bidder shall supply all necessary labor for final assembly upon delivery.

DISTRIBUTION: Once assembled, each shipment shall be distributed to City residential accounts per City schedule.

The Contractor will be required to attach any informational packets to the carts required by the City of Fort Lauderdale. The information packet will be provided to the Contractor at least one week prior to the program start up.

Contractor will develop a distribution plan in conjunction with the City that is based on recycling route maps provided by the City. The final plan must be approved by the City prior to implementation.

The Contractor in conjunction with the City will develop a recycling bin pickup plan.

A list of all vehicles, proposed labor and communication equipment that will be utilized by the Contractor to provide services listed in Section 2.11 shall be provided by the Bidder in conjunction with their Bid.

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All vehicles used by the Contractor in the distribution of carts shall be kept clean and presentable.

All Contractor employees shall be dressed in an appropriate manner with shirts that identify the Contractor. Appropriate safety gear such as reflective clothing shall be worn at all times by the distribution staff. The City of Fort Lauderdale may require the Contractor to remove an unacceptable employee from these services who is wanton, negligent, or discourteous in performance of duties as outlined in the contract. All Contractor personnel shall be courteous with the public and the City personnel at all times.

Contractor shall immediately pick-up and/or clean-up any materials dropped on the roadway or parking lot while in the process of assembly or distribution. Carts must be delivered to the end of the driveway in front of the residential location, but may not block driveway access. Containers shall be left in a neat and orderly manner along the length of the neighborhood block.

All distribution services shall start no earlier than 7:00 am and end no later than 6:00 pm Monday through Saturday. No distribution or exchange services shall take place outside of those times unless approved by the City.

In total, the distribution of all carts shall take no more than 90 days for the successful contractor from the date the delivery schedule is approved. Contractor will be fined \$500.00 per calendar day for the failure to meet the 90-day requirement. The City will work with the Contractor to establish a delivery plan based on commission districts, recycling collection days and service routes. A geographical map of the service area is provided in Attachment 1 of this solicitation.

2.11 RFID TAGS AND EQUIPMENT

Recycling carts shall be equipped with a passive, Ultra High Frequency RFID tag installed in the handle of the cart with no exposure to the outside elements. To avoid interference with the container's contents/materials, RFID tags placed inside of the cart are unacceptable. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable on new carts. The tag must be readable from up to 15 feet away.

RFID TAG SPECIFICATIONS: The RFID inlay must be passive UHF and have an optimal operating frequency of 860 – 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC Global Gen 2 standards. An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at the manufacturing facility. The manufacturer shall create and supply a database for the City of Fort Lauderdale that includes the associated information.

The database must include each container's RFID Tag, Serial Number, Date of Manufacture, Bar Code, Cart Size, Cart Type, Address Fields, Inventory Control fields and fields for GIS Cart Location. It is expected that the manufacturer will maintain a copy of this database for the life of the contract and provide additional association information for future container purchases. Tags must be tested to ensure that each tag is programmed properly and the bar code is readable before a cart leaves the manufacturing facility.

Recycling Cart Delivery: The Contractor will record the container Serial Number, Bar Code and RFID tag data with a portable hand-held reader for each and every address where a container is delivered. The Contractor will then be required to upload all data collected at the completion of each work day in a contractor-provided web based tracking system so that daily progress reports may be generated.

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At the beginning of each day, the City will receive two email reports, one general summary report outlining the total number of containers delivered by day and a detail report giving the address and the associated serial number and RFID tag value. In addition, the handhelds must have the ability to add any addresses that may have been excluded from the original delivery list in the field and to also assign a resolution code to any property that cannot receive delivery of a container. The resolution codes would include, but are not limited to vacant property, burned out structure, uninhabitable home, vacant lot, etc. The City will have the ability to customize resolution codes based on its particular needs prior to the commencement of delivery.

The cumulative delivery report of the address assignments for each container by serial and RFID tag number must be kept in an electronic file. Upon completion of the delivery, the report and data must be presented to the City in approved electronic formats (i.e., Excel, Access, ascii, etc.).

The RFID equipment shall include up to eight portable, hand-held readers (the latest technology available) and two four-port docking stations for use in tracking carts once they have been distributed curbside. The handheld scanners shall be able to track a cart based on its RFID tag, Serial Number and Bar Code information from anywhere within the city limits.

RFID tags and portable hand-held readers shall be compatible with the Contractor's own Tracking Software System as well as other proven RFID tracking software systems (i.e., Sonrai) in the refuse and recycling industry.

Pricing for RFID Tags and Equipment shall be broken out as follows:

1. **A separate, per unit cost** shall be included for 43,000 Ultra High Radio Frequency Identification (RFID) tags for recycling carts only, configured with installation on the cart at the factory shall be included in the recycling cart bid price.
2. **A separate, per unit cost** shall be included for the purchase of up to eight portable, hand-held scanners and two four-port docking stations.
3. Optional Item: **A separate, per unit cost** shall be included for approximately 5,300 Ultra High Radio Frequency (RFID) tags for new black and gray garbage carts, green yard waste carts, configured with installation on the cart at the factory. City must have the ability to link the cart's RFID tag, serial number, bar code and date of manufacture to a physical address once the cart is delivered to an account by City staff.
4. Optional Item: **A separate, per unit cost** shall be included for 80,000 ultra high adhesive RFID tags that 1) include bar codes, 2) are easily installed on existing garbage and yard waste cart inventory, 3) adhere to and cannot easily be removed from HDPE Plastic, 4) can be read from up to 15 feet away, and 5) are compatible with all other RFID tags described in this bid.

2.12 TRACKING AND REPORTING SOFTWARE SYSTEM SERVICE

A separate bid price shall be included for a Tracking and Reporting Software System Service that tracks delivery and ongoing cart maintenance, inventories, work orders, and curbside recycling participation. The price shall be quoted as a monthly fee for service, for 24 months, with annual renewal options through the remainder of the contract. The price shall include set-up costs, software licensing, web hosting, routine maintenance and up to 120 hours of software support.

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The Contractor shall provide asset management and recycling participation services through a Tracking and Reporting Software System (TRSS). The software must be web based and customized for the City of Fort Lauderdale. Access to this software must be 24 hours per day, 7 days per week, 365 days per year. The only elements required for this software to properly operate is a web browser and live internet access. There must be customizable, tiered levels of security access.

The TRSS must manage the initial container delivery, any work orders generated and/or completed, recycling set-out rates and participation, and any informational changes made during the course of the program. This software must sync with the hand-held scanners outlined in 2.12 in order to maintain an accurate inventory/account/recycling participation database.

The TRSS shall have the ability to generate reports daily, weekly, or monthly based on container activity. These would include inventory reports, maintenance reports, and recycling participation reports customizable for the City. Reports should be able to be viewed in PDF format or downloadable in an Excel format.

Any and all data and reports collected and prepared through the TRSS shall become the property of the City of Fort Lauderdale, without restriction or limitation on its use, and shall be made available, to the City, upon request, at any time, in a format approved by the City.

2.13 IN-MOLD LABELS

In-Mold Lid Labels shall be included in the price for recycling carts. This price shall include contractor's costs for label design, layout, proofing, color printing, ultra violet ray protection, and placement on the lid of the container.

IN-MOLD LID LABEL: The City of Fort Lauderdale will design educational signage that must be affixed to the lid portion of the container that will provide instructions on how and what to recycle. The image will be in the form of an In-Mold label. The In-Mold label will be located on the outside of the lid. Instructions for the safe use of the container may also be part of the In-Mold label, as well as a notification statement that "This cart has been assigned to a physical address".

MANUFACTURING PROCESS: In-Mold Label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.

COLOR AND GRAPHICS: The In-Mold Label shall be 4-color and contain images and language representing recycling materials acceptable for the City of Fort Lauderdale curbside recycling collection program. All proofs for the label shall be submitted to the City of Fort Lauderdale for approval. See Attachment 2 for samples of artwork. Please note the sample artwork DOES NOT represent the final product that will be used by the City.

ADDITIONAL IN-MOLD LABELS may be created for other types of carts (i.e., garbage, yard waste) at the same per unit cost.

SIZE: The size of the labels shall be as follows:

95-gallon container - a minimum 9 inches high and by 14 inches wide

65-gallon container - a minimum of 8 inches high by 12 inches wide

35-gallon container - a minimum of 7 inches high by 11 inches wide

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In-Mold specifications may be changed at the request of the City up to twice during the contract period at no additional cost to the City.

2.14 OPTIONAL ITEM: ADDITIONAL CONTAINER VENTS

A separate, per unit cost shall be included for cart air vents. As an option, containers may be manufactured with four air vents (e.g. yard waste carts). The City prefers air vents that are drilled into the cart during the manufacturing process to eliminate the need for additional parts. Air Vents shall be approximately 3 inches in diameter with multiple holes. Two vents will be located approximately 7 inches from the bottom of the cart and the two top vents to be coordinated with the placement of the City's logo. The City and Contractor will work together to determine the best location for the air vents resulting in a high quality appearance. Aerator shelf placed in the bottom of the vented cart is not required.

2.15 WARRANTIES

CARTS: The bidder must submit with its proposal a warranty specimen of the exact warranty offered for the roll-out carts. The warranty must be for no less than ten (10) full years, which includes lids, axles, wheels, all component parts, and all RFID equipment.

The warranty must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after installation. Contractor must accept any and all defective carts returned under warranty and pay for all freight and delivery costs including disposal costs.

The Bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rainwater from entering the container when in the closed position.
- Damage to the container body, lid or other component parts through opening or closing the lid.
- Failure of the retaining bar from damage during the interface with standard ANSI approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous easy mobility as originally designed.
- Failure of the lid hinge to remain fully functional and continuously hold lid in the originally designed and intended position whether open or closed.
- Failure of any metal components to remain free of excessive rust or corrosion, to be determined by the City.
- Failure of any portion of the bottom of the container body to remain impervious to wear-through despite repeated contact with abrasive surfaces.
- Failure of mechanism holding wheels on axles.
- Failure of any container, container body, lid, wheels, or other component part to conform to minimum standards as specified herein.
- Deterioration, cracking or failure of containers due to ineffectiveness of UVR inhibitors.
- Color shall be non-fading.

Contractor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

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Container or component failure during the warranty period shall require replacement with a new component(s) if the failure is solely with the component and with a complete container (including shipping) if the failure is in the body of the container, at no cost to the City. The determination of the failure will be at sole discretion of the City.

2.16 EXPERIENCE/COMPLIANCE

The Contractor must demonstrate at least five years of experience of continuous production/manufacturing of injection-molded containers for use in automated and semi-automated collection systems. Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least five municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, number of carts, contact person and phone number for each reference.

Additionally, the Contractor must have proven experience in providing communities, with RFID enabled containers and internet-based cart management systems. Bidder must include, as part of the bid response, the number of RFID enabled containers that the bidder has on the street, and the number of customer locations that have received your RFID enabled containers. The bidder must include the name and contact information of three municipalities for whom you have provided embedded High Frequency RFID technology. At least one of the municipalities must have employed the Bidder's or the Bidder's subcontractor's Software and Tracking System services for cart management and/or recycling participation. Bidder must include copies of reports utilized by the municipality.

2.17 SPARE REPAIR PARTS

The Contractor shall supply parts compatible with the carts purchased by the City under this ITB. All parts supplied shall meet manufacturer's specifications and standards for parts currently being distributed on new 35/65/95-Gallon Mobile Carts of the type specified in this ITB. Bidders shall provide separate pricing for the individual items listed in the pricing section of this ITB (Item Response Form). Parts List example:

Lid with markings	Axle
Lid Hinge Pin	Axle Spacer
Wheel	Yard Waste Cart Air Vents

A price per spare repair part compatible with the Mobile Cart specified in this ITB shall be provided at the estimated annual quantities listed in the pricing section of this ITB (Item Response Form). IF A SPARE REPAIR PART IS INTERCHANGEABLE WITH A SPARE REPAIR PART ON ANOTHER MOBILE CART PROVIDE A UNIT BID PRICE ONLY ONCE FOR THAT SPARE REPAIR PART AND IDENTIFY THAT PART AS INTERCHANGEABLE IN A NOTE IN THE BID RESPONSE. Example: if the axle on the 65-gallon Mobile Cart can be used on the 95-gallon Mobile Cart then pricing should be bid only once for that item and noted as such. Carts designed with interchangeable parts may result in a lower overall bid proposal.

IF A PART IS INCLUDED WITH ANOTHER SPARE REPAIR PART LISTED IN THE PRICING SECTION OF THIS ITB (ITEM RESPONSE FORM) IDENTIFY THAT PART AS INCLUDED WITH ANOTHER SPARE PART IN A NOTE IN THE BID RESPONSE. ONLY THE SPARE REPAIR PARTS

INVITATION TO BID (ITB) 623-10869**SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS**

LISTED IN THE PRICING SECTION OF THIS ITB (ITEM RESPONSE FORM) SHALL BE BID. ALL SPARE REPAIR PARTS LISTED IN THE PRICING SECTION OF THIS ITB (ITEM RESPONSE FORM) SHALL BE BID OR NOTED AS AN INTERCHANGEABLE OR INCLUDED PART.

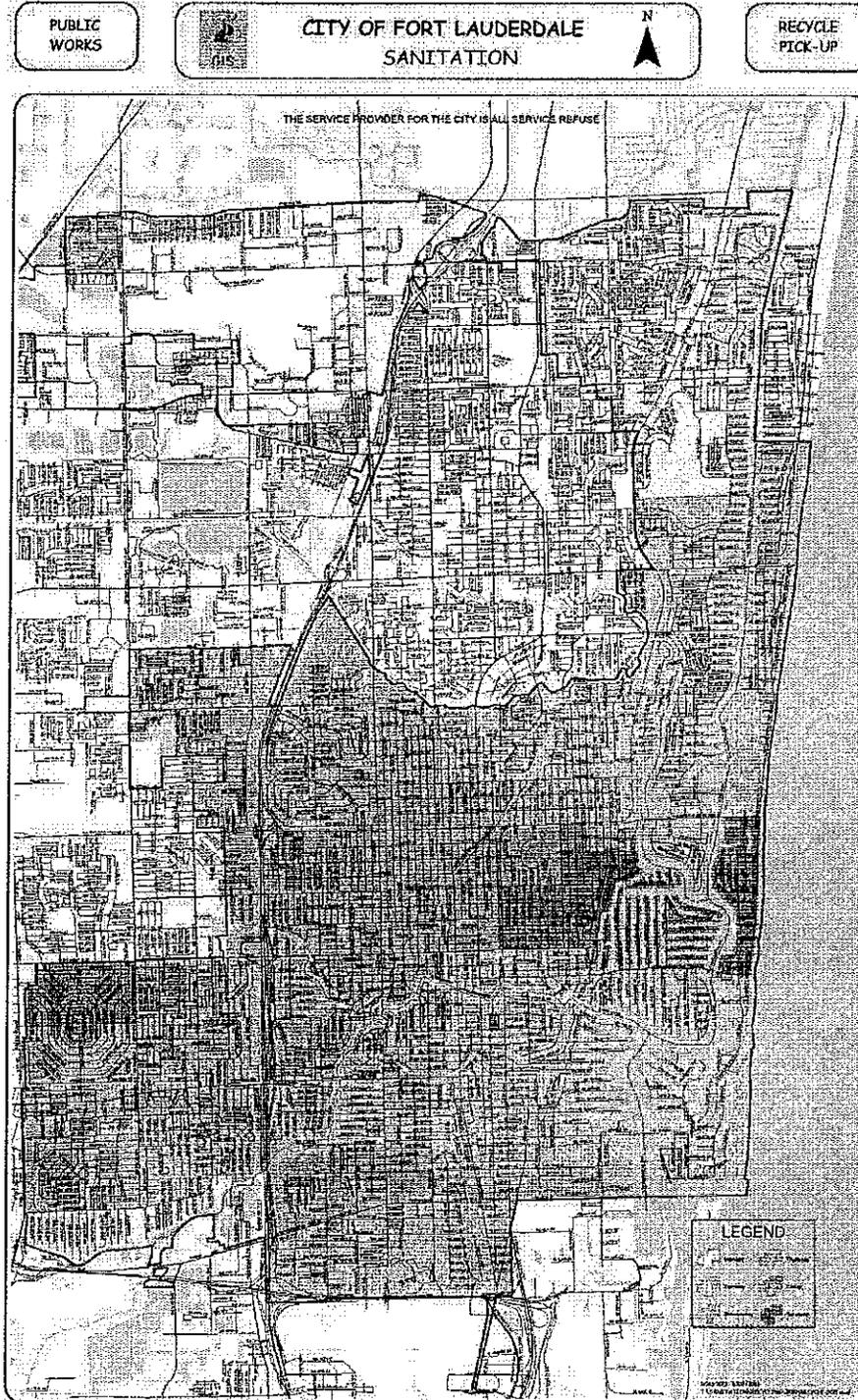
Pricing per spare repair part compatible with the Mobile Cart specified in this ITB based on an annual quantity of 500:

Part Description	95-Gal Yard Waste	35-Gal Recycling	65-Gal Recycling	95-Gal Recycling	65-Gal Garbage	95-Gal Garbage
Lid with Markings						
Lid Hinge Pin						
Axle						
Axle Spacer						
Air Vent (Yard Waste)					N/A	N/A
Wheel 8-Inch	N/A		N/A	N/A	N/A	N/A
Wheel 10-Inch	N/A	N/A		N/A		N/A
Wheel 12-Inch		N/A	N/A		N/A	N/A

**INVITATION TO BID (ITB) 623-10869
SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS**

Attachment 1

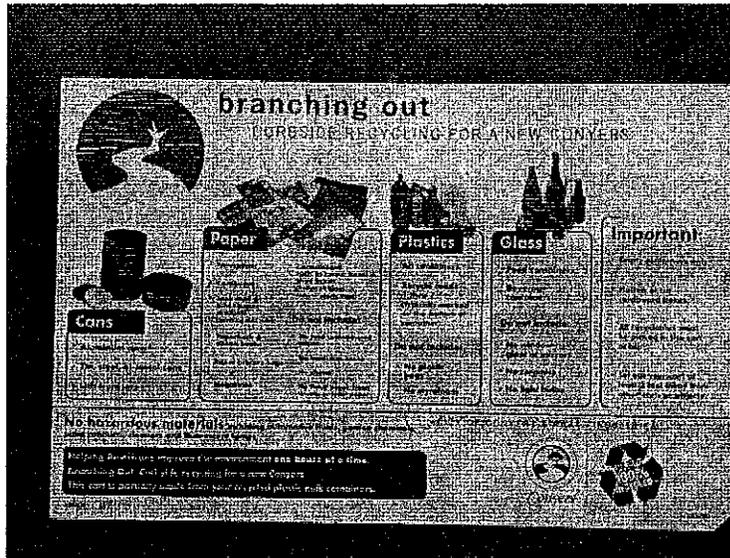
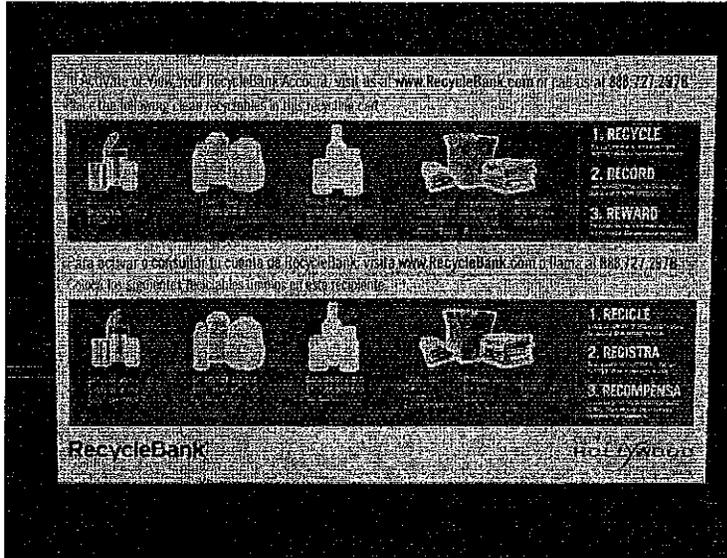
Recycling Service Area Map



INVITATION TO BID (ITB) 623-10869
SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS

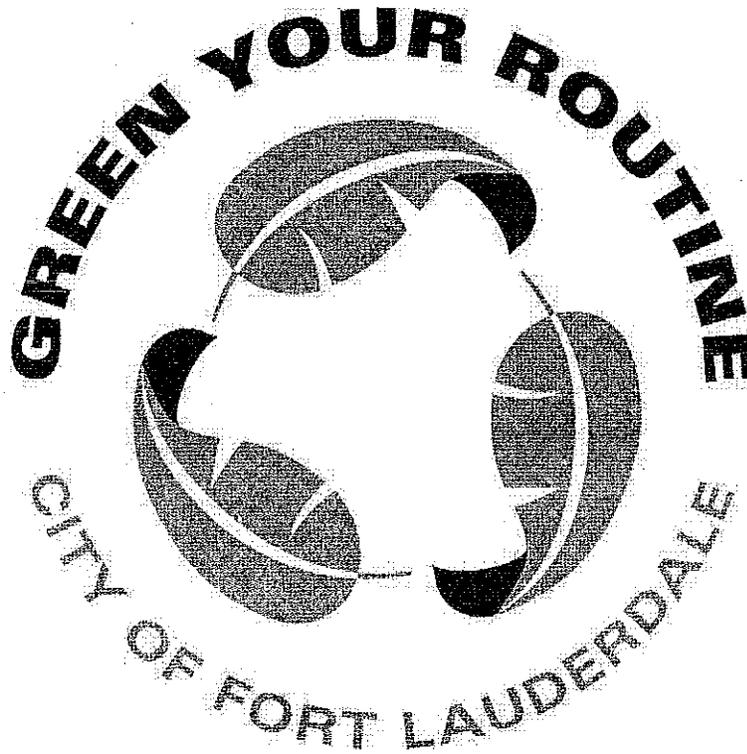
Attachment 2

Samples of In-Mold Labels



**INVITATION TO BID (ITB) 623-10869
SEMI-AUTOMATIC ROLL-OUT REFUSE AND RECYCLING CARTS**

Attachment 3
Sample Artwork for Bins



RECYCLE

For Information: Call (954) 828-8000

Questionnaire

Please print or type:

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

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

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

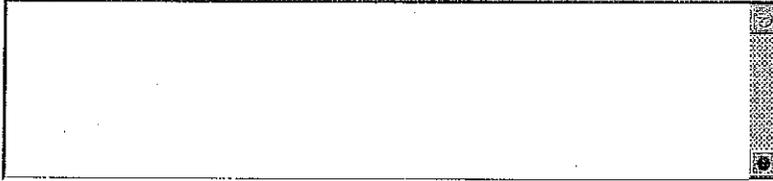
Years

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

4. List appropriate licenses as issued by Broward County.

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

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



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

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

ATTACHMENT B

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

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

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

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

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

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

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

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

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

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

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

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

SAMPLE

ATTACHMENT A

**AGREEMENT FOR
(TITLE)**

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

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

WITNESSETH:

I. DOCUMENTS

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

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

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

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

II. SCOPE

The Contractor shall provide to the City the supplies, materials, or equipment under the general direction of the City as set forth in the Contract Documents.

By signing this Agreement, the Contractor represents that he/she or, in the event a business entity, its principals and/or executives, thoroughly reviewed the documents incorporated into this Agreement by reference and that he/she/it fully understands the description of the supplies, materials, or equipment to be provided to the City and agrees to the terms and conditions of the RFP/ITB.

III. TERM OF AGREEMENT

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

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the supplies, materials, or equipment for which the invoices are submitted have been delivered to the City. 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 specify the supplies, materials, or equipment 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 supplies, materials, or equipment delivered to the City in strict compliance with 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. Standard of Care

Contractor represents that he/she/it is qualified to provide the supplies, materials, or equipment specified in this Agreement, and, that Contractor and his/her/its subcontractors, if any, possess current, valid state and/or local licenses necessary to provide the supplies, materials, or equipment.

G. 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.

H. 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.

I. 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.

J. Independent Contractor

Contractor is an independent contractor under this Agreement. 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.

K. Non-Waiver

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.

L. 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 approved by the City. 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.

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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Limitation of Liability

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

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

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. Scrutinized Companies

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

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

Z. Environmental, Health and Safety [WHEN DETERMINED TO BE APPLICABLE IN THE SOLICITATION DOCUMENTS]

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.

AA. Prevailing Wage Requirement

[WHEN DETERMINED TO BE APPLICABLE IN THE SOLICITATION DOCUMENTS]
Contractor shall fully comply with the requirements of Broward County Ordinance 83-72.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

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

(SEAL)

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

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

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

BID/PROPOSAL SIGNATURE PAGE

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

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

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

Submitted by: (Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration)

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

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

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

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

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

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

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

YES NO

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

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

Variances:

revised 11-29-11

Question and Answers for Bid #623-10869 - Semi-Automatic Refuse and Recycling Carts

OVERALL BID QUESTIONS

Question 1

SECTION

CLARIFICATION

Item 623-10869--01-28 - Purchase of 18 Gallon Recycling Bins - Enter a unit price for the recycle content value of old 18 gallon recycling bins to be picked up from homes and transported to a recycling facility in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, paragraph 2.10. Note: The value of this item will be deducted from the Bidder's total bid price. This Item will not be included in the determination of the lowest priced bidder.

Pg. 24 Section 2.10 - Additionally, the Contractors shall pickup from homes and recycle an estimated 20,000 existing light blue or green 18 gallon plastic recycling bins. The collection shall take place on the same day that the carts are delivered. A separate, all-inclusive per unit price shall be provided for the collection of approximately 20,000 18 gallon bins shall be bid on the Bid Sheet (Item Response Form). The older light blue or green bins are marked with the City logo and cannot be reused or redistributed for any purpose other than recycling. All plastic bins shall be disposed of by a City approved recycling process. The Contractor shall provide a fair market purchase price to the City on the Bid Sheet (Item Response Form) for the recycling content value, inclusive of shipping costs. After reading the specifications we are confused on this specific line item for pricing. The line item asks for a unit price for the recycle content value of old 18 gallon bins to be picked up from homes and transported to recycling facilities. Then later in the bid on page 24 in section 2.10 it asks for 2 separate prices that should be on the item response form. It asks for price to collect an estimated 20,000 bins during the distribution of the 38,000 recycling carts AND a price for the fair market purchase price of the recycle bins that are picked up.

We are confused as to how this should be priced given that there is only one line item currently. Our suggestion would be to add another line item on the pricing page for a total of 2 items regarding the 18 gallon recycle bins. This would make line item 1 for the collection of existing 18 gallon bins to be picked up from homes and transported to a recycling facility during the distribution of recycling carts. The price should be per unit price for each bin picked up. The second line item could then read provide fair market pricing on a price per pound basis for the recycling of 18 gallon bins that are picked up. Pricing should include transportation to the recycler and be an all-inclusive price to the City of Ft. Lauderdale based on the total number of pounds collected during the pickup.

Can the City please clarify what their intentions are? **(Submitted: Feb 16, 2012 11:24:10 AM EST)**

Answer

- Line item should be based on:

- 1) computing the fair market rebate value of the plastic per bin for an estimated 20,000 bins;
- 2) deducting the cost of collection per bin based on two passes;
- 3) calculating the purchase price per bin based on results. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Question 2

SECTION

Item 623-10869--01-28 - Purchase of 18 Gallon Recycling Bins - Note: The value of this item will be deducted from the Bidder's total bid price. This Item will not be included in the determination of the lowest priced bidder

CLARIFICATION

If it is the city's intent to be given a credit or receive payment on the fair market value of all 18 gallon bins picked up, why are they not including this item in the determination of the lowest priced bidder? For example, if a bidder says that the value of the bin material is \$.04 per pound and the city is estimating that 20,000 bins are going to be picked up and each bin weighs 5 pounds then the potential value in credit/payment to the city would be \$4,000. Why is this value not being subtracted from each bidder's total bid to determine the best fit for the city? **(Submitted: Feb 16, 2012 11:25:06 AM EST)**

Answer

- Collection and payment/credit of the bins is a one-time option that the City did not want to include in the overall price of the carts. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Question 3

SECTION

2.02 CONTAINER SIZES AND CAPACITY pg 19 - Weight & 35 gallon 20 lbs., 65 gallon 30 lbs., 95 gallon 40 lbs.

CLARIFICATION

We are unclear specifically as to what the weight requirement is referring to in this specification. Typically we see resin weight minimums in cart related bids as this is a testament to the amount of plastic put into the cart when manufactured which creates a level playing field and a durable container for the City. The weights listed are not consistent with any resin weights that any manufacturer would use. Can the city please clarify what this weight requirement is referring to?

Our suggestion would be to make the weight requirement a minimum resin weight of: 35 gallon & 17 lbs, 65 gallon & 27 lbs and 95 gallon & 34 lbs. **(Submitted: Feb 16, 2012 11:26:14 AM EST)**

Answer

- For clarification, the weights shown in the Table under RFP Part II - Technical Specifications / Scope of Services,

paragraph 2.02 represent minimum assembled or shipping weights, not plastic resin weights. The City recognizes these shipping weight may vary slightly from one manufacturer to the next. This is acceptable providing all container requirements outlined in ITB Part II - Technical Specifications / Scope of Services, paragraph 2.06 are met. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Question 4

SECTION

2.11 RFID TAGS AND EQUIPMENT ∫ pg 27 - The RFID equipment shall include up to eight portable, hand-held readers (the latest technology available) and two four-port docking stations for use in tracking carts once they have been distributed curbside.

CLARIFICATION

Can the city please clarify exactly how many RFID hand-held readers they would like pricing on? On page 27 it says UP TO eight hand-held readers and on the line item pricing 623-10869--01-09 - Radio Frequency Identification (RFID) Hand-Held Scanners it specifically says 8. In order to provide accurate pricing it would be beneficial to know exactly how many scanners are required. **(Submitted: Feb 16, 2012 11:27:02 AM EST)**

Answer

- The City is requesting pricing for eight (8) portable RFID hand-held readers. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Question 5

SECTION

2.13 IN-MOLD LABELS ∫ pg 28 - SIZE: 35-gallon container - a minimum of 7 inches high by 11 inches wide.

CLARIFICATION

As 35 gallon carts are considerably smaller than the 65 and 95 gallon carts, standard IML sizes are generally smaller than specified in the bid.

Rehrig Pacific respectfully asks that the 35 gallon IML size be modified to allow for a 3.5∫∫ x 11∫∫ In Mold Label for the 35 gallon cart as this is the maximum size we can accommodate for this size cart. We have had many programs distribute 35 gallon carts with this size IML and received no complaints. **(Submitted: Feb 16, 2012 11:27:50 AM EST)**

Answer

- The City will accept a minimum IML for the 35 gallon cart of 3.5 X 11. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Question 6

SECTION

2.16 EXPERIENCE/COMPLIANCE ∫ pg 30 - The Contractor must demonstrate at least five years of experience of continuous production/manufacturing of injection-molded containers for use in automated and semi-automated collection systems. Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least five municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, number of carts, contact person and phone number for each reference.

CLARIFICATION

In the best interest of the City, Rehrig asks that the Reference specification be adjusted to specify that the cart model referenced is the same cart model the manufacturer is bidding for the City. This will ensure that the City if receiving a product that has been proven in the field for at least five municipalities or more and is not receiving a new/unproven product. It is suggested that the City request the model number and style of each cart proposed by each vendor.

(Submitted: Feb 16, 2012 11:28:21 AM EST)

Answer

- In ITB Part II - Technical Specifications / Scope of Services the reference list of five municipalities with at least 20,000 carts in service should be for the cart model the bidder is proposing for the City. Please include the model number and style of each cart proposed by the bidder. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Question 7

1. Page 2: the City is asking for pricing for various sizes of containers, with some of them requiring an In-Mold Label (∫IML∫) on the Lids (see example). Would the City approve using the same label size & content for each of the three sizes that would be large enough to fit a 35 thru 95 gallon container lid?

EXAMPLE:

Item 623-10869--01-01 - 35 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label

Item 623-10869--01-02 - 65 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label

Item 623-10869--01-03 - 95 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label

2. Page 13, Paragraph 15. COST ADJUSTMENTS:

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term.

Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The industry norm requires manufacturers to hold prices firm for 90 days to one year after date of bid. We would like to respectfully request that the City allow for a price adjustment to occur at a time frame no later than one year from the date of the bid. Additionally, we would like to ask the City to recognize an industry resin index, such as Chem Data or Plastic News that more closely tracks resin prices, which is the main component of the cart. The Consumer Price Index tracks other components not related to manufacturing, and does not give an accurate picture of cost adjustments that the manufacturer is being charged.

3. Page 21, Paragraph 2.06: Container Requirements:

WALL THICKNESS: The containers shall be manufactured with a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in critical wear points (i.e., cart bottom, handle and lift

mechanism).

We would like to ask the City to expand its language to include newer, more streamline models of containers with a wall thickness of .155 and an .160 for the critical wear points. Many companies have continued to improve their molding processes to offer new styles of carts, and still adhere to all ANSI standards as set out in this document, and the capacity of the containers and warranties remain unaffected.

4. 2.11 RFID TAGS AND EQUIPMENT

Recycling carts shall be equipped with a passive, Ultra High Frequency RFID tag installed in the handle of the cart with no exposure to the outside elements. To avoid interference with the container's contents/materials, RFID tags placed inside of the cart are unacceptable. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable on new carts. The tag must be readable from up to 15 feet away.

The use of Bar Codes are redundant to a system that supports RFID technology. It adds additional cost to the cart, while not offering any ongoing information not already provided through the RFID & software system provided. RFID codes track & marry the carts by its location, its serial number and assigned address. Bar codes have been used in the past for tracking of inventory only, and once a cart is placed in service, does not provide any additional purpose for the tracking of the cart inventory. Bar Codes have been in existence for many years, and were the precursor for RFID technology which has surpassed the capabilities that Bar Codes possess. We respectfully request that the City remove the requirement to add the Bar Code requirement, since the RFID tags already provide all the information required. **(Submitted: Feb 16, 2012 3:18:45 PM EST)**

Answer

Answer

- 1, No. The City wants to maximize the size of the in-mold label, especially on the 65 and 95 gallon carts, which comprise most of our inventory.

2. ITB Part I - Introduction / Information, paragraph 15. Cost Adjustment will remain unchanged. However, for the third year of the contract the City will consider specific industry indices as part of calculating cost adjustments to prices bid under this ITB.

3. Wall thickness will remain as stated in ITB Part II - Technical Specifications / Scope of Services, paragraph 2.06 of Container Requirements.

4. Bar Codes are required for all carts that do not have RFID technology (an optional item for some carts in the bid), and can serve as a back-up in the event of RFID malfunction. **(Answered: Feb 20, 2012 8:51:38 AM EST)**

Otto Environmental Systems (NC), LLC

Bid Contact **Sabrina Bowling**
sbowling@otto-usa.com
Ph 800-795-6886
Fax 704-588-6899

Address **12700 General Drive**
Charlotte, NC 28273

Supplier Code 00001620

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
623-10869--01-01	35 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label	Supplier Product Code: MSD-32C	First Offer - \$39.99	1500 / each	\$59,985.00	Y	Y
623-10869--01-02	65 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label	Supplier Product Code: MSD-65C	First Offer - \$46.57	40000 / each	\$1,862,800.00	Y	Y
623-10869--01-03	95 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label	Supplier Product Code: MSD-95C	First Offer - \$53.00	1500 / each	\$79,500.00	Y	Y
623-10869--01-04	65 Gallon Garbage Cart - Black	Supplier Product Code: MSD-65C	First Offer - \$44.50	3000 / each	\$133,500.00		Y
623-10869--01-05	95 Gallon Garbage Cart - Gray	Supplier Product Code: MSD-95C	First Offer - \$53.00	300 / each	\$15,900.00		Y
623-10869--01-06	95 Gallon Vented Yard Waste Cart - Green	Supplier Product Code: MSD-95C	First Offer - \$53.69	2000 / each	\$107,380.00		Y
623-10869--01-07	Single Stream Recycling Cart Assembly, Delivery and Distribution	Supplier Product Code: A&D	First Offer - \$3.85	38000 / each	\$146,300.00		Y
623-10869--01-08	Radio Frequency Identification (RFID) Tags Installed	Supplier Product Code: RFID	First Offer - \$0.50	43000 / each	\$21,500.00		Y
623-10869--01-09	Radio Frequency Identification (RFID) Hand-Held Scanners	Supplier Product Code: SCANNERS	First Offer - \$5,875.00	8 / each	\$47,000.00		Y
623-10869--01-10	Radio Frequency Identification (RFID) Hand-Held Four Port Docking Station	Supplier Product Code: DOCKING STATION	First Offer - \$600.00	2 / each	\$1,200.00		Y
623-10869--01-11	Air Vent Spare Repair	Supplier Product Code: AIR VENT	First Offer - \$0.15	500 / each	\$75.00		Y

Part						
623-10869--01-12	Axle Spare Repair Part for 35 Gallon Cart	Supplier Product Code: 35AXLE	First Offer - \$2.99	500 / each	\$1,495.00	Y
623-10869--01-13	Axle Spare Repair Part for 65 Gallon Cart	Supplier Product Code: 65AXLE	First Offer - \$2.99	500 / each	\$1,495.00	Y
623-10869--01-14	Axle Spare Repair Part for 95 Gallon Cart	Supplier Product Code: 95AXLE	First Offer - \$2.99	500 / each	\$1,495.00	Y
623-10869--01-15	Axle Spacer Spare Repair Part	Supplier Product Code:	First Offer - \$0.0001	500 / each	\$0.05	Y
623-10869--01-16	Lid With Markings Spare Repair Part for 35 Gallon Cart	Supplier Product Code: 35LID	First Offer - \$8.87	500 / each	\$4,435.00	Y
623-10869--01-17	Lid With Markings Spare Repair Part for 65 Gallon Cart	Supplier Product Code: 65LID	First Offer - \$9.87	500 / each	\$4,935.00	Y
623-10869--01-18	Lid With Markings Spare Repair Part for 95 Gallon Cart	Supplier Product Code: 95LID	First Offer - \$9.99	500 / each	\$4,995.00	Y
623-10869--01-19	Lid Hinge Pin Spare Repair Part	Supplier Product Code: HINGEPIN	First Offer - \$0.15	500 / each	\$75.00	Y
623-10869--01-20	Wheel, Eight (8) Inch Spare Repair Part for 35 Gallon Cart	Supplier Product Code: 8WHEEL	First Offer - \$3.50	500 / each	\$1,750.00	Y
623-10869--01-21	Wheel, Ten (10) Inch Spare Repair Part for 65 Gallon Cart	Supplier Product Code: 10WHEEL	First Offer - \$4.50	500 / each	\$2,250.00	Y
623-10869--01-22	Wheel, Twelve (12) Inch Spare Repair Part for 95 Gallon Cart	Supplier Product Code: 12WHEEL	First Offer - \$6.00	500 / each	\$3,000.00	Y
623-10869--01-23	Optional In-Mold Lid Labels-New 65/95 Gallon Carts	Supplier Product Code: 65/95LIDLABEL	First Offer - \$0.87	5300 / each	\$4,611.00	Y
623-10869--01-24	Optional Radio Frequency Identification (RFID) Tags	Supplier Product Code: OPTIONRFID	First Offer - \$0.40	5300 / each	\$2,120.00	Y

623-10869--01-25	Optional Radio Frequency Identification (RFID) Ultra High Adhesive Tags	Supplier Product Code: ULTRARFID	First Offer - \$0.55	80000 / each	\$44,000.00	Y
623-10869--01-26	Optional Air Vents (4) for Recycling Carts	Supplier Product Code: OPTIONAIRVENT	First Offer - \$0.15	43000 / each	\$6,450.00	Y
623-10869--01-27	Tracking and Reporting Software System Service	Supplier Product Code: SOFTWARE	First Offer - \$191.66	24 / month	\$4,599.84	Y
623-10869--01-28	Purchase of 18 Gallon Recycling Bins	Supplier Product Code: 18BIN	First Offer - (\$0.50)	20000 / each	(\$10,000.00)	Y
Supplier Total					\$2,552,845.89	

Otto Environmental Systems (NC), LLC

Item: 35 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label

Attachments

MSD-32C.pdf

COMPANY INFO.pdf

MSD-32C Container Specifications

Six Pages

The MSD-32C Container consists of injection molded, high density polyethylene plastic body, hinged lid, two rubber wheel assemblies, a solid steel axle, and two (2) hinge pins.

The MSD-32C Container is compatible with the fully automated arm lifter systems, the standard semi-automated bar lifter systems, and European comb lifter systems.

The MSD-32C Containers also offers a unique feature. The container body can be divided into two equal parts by installing a divider panel. The divider panel segregates the container either side-to-side or front-to-back into two equal sections. This feature allows the container to collect separated recyclables, such as glass and plastics. The divider panels can be retrofitted with the containers at a later date.

VOLUME CAPACITY:

The actual volume is 32 gallons with lid closed.

LOAD RATING:

The MSD-32C Container is capable of accommodating a load of up to 150 pounds.

WEIGHT:

The completed assembly weight of the container is 27 pounds when equipped with standard OTTO (Rubber Tire) 7.88" diameter wheels.

DIMENSIONS:

Cart Body Height:	36.25"
Overall Height:	38.50"
Overall Width:	18.88"
Overall Depth:	22.50"

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CONTAINER BODY:

The Container Body is injection molded from High Density Polyethylene (HDPE). The container body has smooth surfaces both inside and outside. The interior is free of crevices and recesses where refuse could become trapped, thus preventing complete emptying. The minimum wall thickness is 0.145 inch on the container sidewalls and 0.190" on the bottom section. The high density polyethylene has a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE is 4.0 to 6.0.

The top of the container body is reinforced with a rim that extends around the entire perimeter. This feature adds structure and stability to the container and provides a flat surface for the lid. The handles are integrally molded into the container body at the top rim.

The front of the container on the MSD-32C is recessed. The lower bar is integrally molded into the container base in the front recess. The tearout strength of the lower bar is in excess of 1800 pounds.

The bottom of the container has molded in wear strips that extend around the bottom perimeter. The wear strips and ribs protect the container and add strength and structure to the container. A recessed area in the middle of the axle acts as a molded in tilting feature. This recessed detail allows the container to be easily tilted, even with a full load.

The MSD-32C container body is designed with a rib and slot detail to allow the option of a front-to-back or side-to-side divider panel. The divider splits the container into two separate compartments.

The front rim on the OTTO container is reinforced with internal ribs. These ribs add strength and structure to the rim area.

The OTTO containers are designed to be nested or stacked for transport. This saves on transportation and handling costs. Stacking ribs are molded into the top rim of the container body to prevent jamming (sticking together) and allows for easy unstacking.

The weight of the container body is 13.60 pounds. This weight does not include any other components.

LID:

The Lid is injection molded from HDPE. The lid is installed to the container body using two hinge pins and rotates freely a full 270 degrees. The lid, when closed, rests on the top rim of the container body. This allows a secure tight fit around the entire perimeter between the lid and base. This prevents rain, insects, and vermin from entering the container, and odors are contained, when the lid is closed. A molded in rain lip on the top rim of the container base prevents rain from entering. The lid does not require a latch or snap fit, therefore, children cannot get trapped inside. The lid and container, when empty, withstands winds up to 35 MPH without tipping over or causing the lid to open.

The entire front rim of the lid is recessed to form a hand hold area. This allows the lid to be easily

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opened from any position.

The minimum material thickness in the lid is 0.130 inch.

The weight of the lid is 2.28 pounds.

HINGE PIN:

The Hinge Pin is injection molded from HDPE. The hinge pin secures the lid to the integrally molded lid hinge and handle detail. The hinge pin is installed using a rubber mallet. At installation, the truncated conical end of the hinge pin compresses and snaps into the pocket detail in the handle detail. The hinge pin can be removed with a special tool available from OTTO. This prevents vandalism and securely fastens the lid to the container base. Two (2) hinge pins are used to secure the lid.

LID HINGE AND HANDLE DETAIL:

The lid hinge is integrally molded to the container body. The handle has a 1.00" diameter and a single 12.60" handle gripping area. The clearance between the handle and the container rim is 1.65".

AXLE:

The machined solid steel axle has an 0.844" diameter and is 18.10" long. The axle is zinc plated to protect against rust and corrosion. The large diameter of the axle allows the container to be easily rolled on any surface and supports a fully loaded container. The axle will withstand an 800 pound load without permanent deformation. The weight of the axle is 2.80 pounds.

WHEELS:

The Wheels are slightly recessed into the container body. The overall diameter of the wheel is 7.88". The wheel assembly consists of an 4.75" diameter injection molded HDPE hub mounted in a 2.0" inch wide solid rubber tire. The tread width tapers from 2.0" at the hub to 1.25" at the outside tread width. The tire is produced using recycled rubber.

The wheels are capable of supporting a 100 pound load per wheel while rolling for 11.8 miles without permanent distortion occurring to the hub or tire.

The wheel assembly is tamper and theft resistant and takes only seconds to install on the axle. This is made possible with the use of a spring loaded internal steel detent, which snaps into a locking groove in the axle. Yet, the wheel assembly can be easily removed with a special small hand tool available from OTTO.

The weight of each wheel is 2.87 pounds. The outside track distance is 18.75".

MARKINGS:

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All carts can be hot stamped with a unique sequence number to facilitate distribution and control. The customer's name or logo can be hot stamped on the container's lid or body.

The containers are permanently marked with the month and year of production, tool number, material identification, patent number, and manufacture's insignia.

All carts can be labeled with the following notice:



OTTO ENVIRONMENTAL SYSTEMS, LLC

**OTTO REFUSE CARTS AND CONTAINERS:
INSTRUCTIONS FOR OPERATION AND USE**

LOADING: The containers are designed to hold domestic refuse, yard trash and similar waste products.

DO NOT PUT IN : Anything Hot
: Liquids
: Fire, Barbecue Ashes
: Chemicals

DO NOT OVERLOAD, do not put in sand, soil, other heavy materials.

LOCATION: Locate the container in a safe place.

DO NOT PLACE IT - on an elevated platform-it might fall off
- on a steep slope-it might run away
- close to a driveway or road-it might be run over.

ROLL: The containers are built to roll freely, do not overload or you may have difficulty controlling the container on a slope. Do not strain, just tilt the container slightly towards you and pull gently, you will find that it rolls easily, even over curbs, sand and snow.

WORKMANSHIP:

The plastic material, high density polyethylene, is manufactured from virgin raw materials by major petrochemical companies, (i.e. Exxon, Quantum, Phillips) and includes no recycled or regenerated plastic or foreign material.

Up to 50% recycled material (PCR) content is available upon request.

Molded parts show no foreign substances, shrink holes, cracks, blow holes or webs. There are no color streaks.

COLOR:

The standard colors are Green, Forest Green, Gray, Blue, and Dark Blue. Other colors are available to special order.

All injection molded parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Due to the high quality pigment package and injection molding process, OTTO containers have excellent color fastness. Our containers have a nominal 1% pigment by weight.

UV LIGHT STABILIZATION:

The OTTO container is stabilized against ultraviolet degradation with not less than 0.3 percent of a

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Hindered Anime Light Stabilizer (HALS) additive. An additional anti-oxidant package is included to assure the integrity and longevity of the container. This stabilization package and load assure a 10 year life.

THERMAL STABILIZATION:

The OTTO container is stabilized against thermal degradation with an anti-oxidant additive. The thermal stabilizer package consists of a 800 - 1000 PPM anti-oxidant additive. Thermal degradation will occur due to environmental or process related influences without this package. The occurrence of thermal degradation results in container failure.

RECYCLABILITY:

The MSD-32C Container is produced with a fully recyclable thermoplastic High Density Polyethylene (HDPE) resin. This allows the container to be recycled and reused after its useful life.

QUALITY ASSURANCE PROCEDURES AND PERFORMANCE TESTING:

The MSD-32C Container is designed to withstand the following series of performance tests. The performance test requirements were designed to simulate the type of situations encountered in actual use. The severity of some tests was scaled to anticipate an expected 10 year life.

Test Description	Test Requirements
Semi-Automated Lifter Life Cycle	3000 Cycles without Damage
Fully-Automated Lifter Life Cycle	1500 Cycles without Damage
Drop Test (300 Lb. @ 12 Feet)	30 Drops without Damage
Crush Test and Recoverability	Must recover within 25% of shape after crushing
Wind Test	Must withstand 35 MPH winds without tipping
Axle Durability (Bend) Test	800 LB without permanent deformation

The additional Quality Assurance tests are performed according to ASTM procedures.

1. Melt Flow Index Test: To check that only 100 percent pure polymers are used. They meet testing procedure ASTM D1238, Condition P.

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2. Xenon Test: Speed-up simulation of weathering and UV radiation in accordance with CAM-162 (Xenon arc and water spray).
3. Material Thickness Test:
4. Stress Crack Bath:

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is informational in nature and shall not be construed to warranty suitability of the unit for any particular purpose as performance may vary with the conditions encountered.

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TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-32C

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening - front, side and back.
13. The procedure was performed using a blow-molded wheel and then repeated using an injection molded wheel with rubber tread.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	32 mph	49 mph	52 mph

SUMMARY: The cart was stable in moderate to high winds.


 A. Brent Strong
 Professor, Manufacturing Engineering
 Brigham Young University
 265 CTB, Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-32C

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

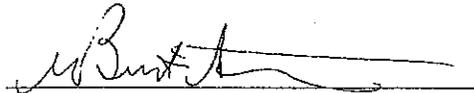
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 32.0 gallons. The lid had a capacity of 3.0 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006 and Z245.60-2006.



A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-32C

TEST: SLOPE STABILITY

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (10 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60 establishes dimensional requirements for the cart.

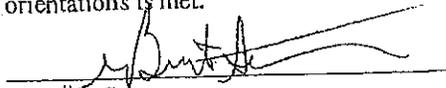
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Unstable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded lbs)	Front facing upward	Unstable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards since non-movement in three orientations is met.


 A. Brent Strong
 Professor, Manufacturing Engineering Tech.
 Brigham Young University
 265 CTB, Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-32C

TEST: CENTER OF BALANCE POSITION

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

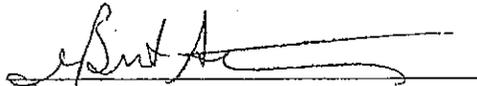
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 29.0 inches

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.



A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-32C

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

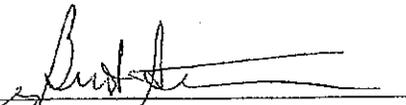
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1E slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2^\circ$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 21 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-32C

TEST: LID TEST

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60 establishes dimensional requirements for the cart.

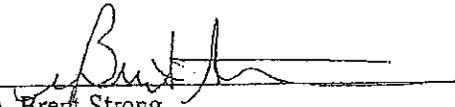
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-32C

TEST: **DURABILITY DURING PULLING (CURB TEST)**

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance.


 A. Brent Strong
 Professor, Manufacturing Engineering Tech
 Brigham Young University
 265 CTB
 Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-32C

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-2006 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

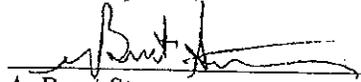
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance.


 A. Brent Strong
 Professor, Manufacturing Engineering Tech
 Brigham Young University
 265 CTB
 Provo, UT 84602

TESTING REPORT

DATE: 27 March 2006
SUBJECT: Trash carts
TESTING SPONSOR: Otto Environmental Systems
PRODUCT IDENTIFICATION(S):

1. MSD-32C
2. MSD-68C
3. MSD-95C
4. MSD-95M
5. MSD-95C (Duplicate of #3)
6. MSD-35EV
7. MSD-65EV
8. MSD-95EV

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No damage
520	No significant damage – cart operates acceptably

SUMMARY: No significant damage was seen in any of the carts tested and so all the carts passed the ANSI Z245.30 and Z245.60 standards for minimum performance.

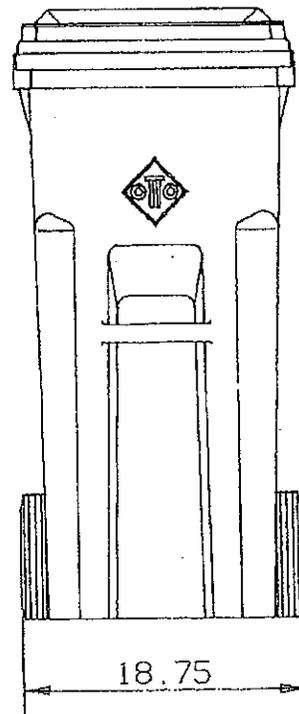
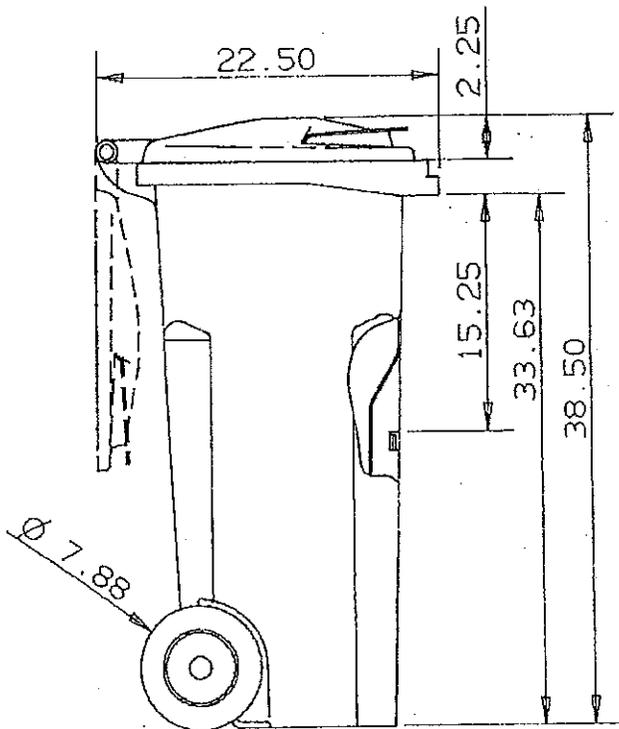
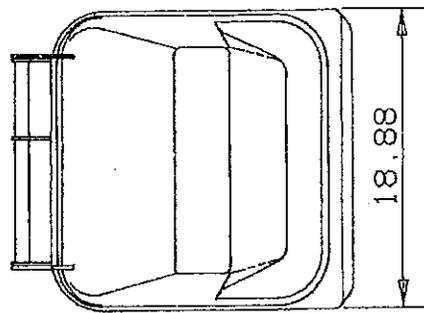


A. Brent Strong
Professor, Manufacturing Engineering Tech.
Brigham Young University
265 CTB
Provo, UT 84602



MSD-32 Gallon Cart

PART NUMBER CRT0322EXX



Measurements are in inches

Mar, 94

**Otto Environmental Systems (NC), LLC**

12700 General Drive
Charlotte, North Carolina 28273
Telephone (704) 588-9191, (800) 227-5885
Facsimile (704) 588-5250
www.otto-usa.com

CITY OF FORT LAUDERDALE, FL***Bid No. 623-10869 for Semi-Automatic Refuse and Recycling Carts***

Response Due: February 23, 2012 at 2:00 p.m.

Otto Environmental Systems (NC), LLC is pleased to offer this proposal to provide Refuse and Recycling Carts to the City of Fort Lauderdale. The following pages detail Otto's qualifications and provide detailed information about our products.

Profile of Firm: Otto's History & Scope of Operations

PROPRIETARY & CONFIDENTIAL: The "Scope of Operations" information in the first section beginning on this page is provided for the City of Fort Lauderdale's convenience and evaluation but must be considered privileged and is not for public distribution.

The Otto Holding group of companies began molding plastic rollout carts in 1965 and is the largest manufacturer of plastic waste containers in the world. It is estimated that there are now over 66 million Otto containers in use worldwide. With major plants in eight countries, the group's current manufacturing capability is over three million containers per year, based on existing molds and machinery.

All told, the Otto Group has been in existence for more than 65 years and employs more than 2,600 people throughout the world. The Otto Holding Group has several subsidiaries that are engaged in providing waste containment and waste collection services. From 1963 to 1999, Otto Holding, through its subsidiary, was the second largest waste hauler in Germany with over seventy recycling/composting facilities, fifty landfills and over two million containers. This hauling business was sold in 1999.

Otto Holding is quite diversified. Some of the principal activities of the Otto Holding Group are:

Consulting – Provides know-how for the entire range of municipal waste management services. Our services have been commissioned in over fifty countries including Brazil, China, Guyana, Nigeria, Peru, Mexico and Thailand.

Technical Parts – Makes custom-made parts from metals and plastics and manufactures parts for the automotive industry.

Material Handling – Manufactures storage and transport containers.

OTTO Financial Group – Provides venture capital for companies throughout the world.



Otto Proposal – Scope of Operations (continued)

Otto Environmental Systems (NC), LLC, a wholly owned subsidiary of Otto Holding, first entered the United States market in 1983 with a sales office on the East Coast. In 1988, Otto opened a new \$40 million facility in Charlotte, North Carolina that contains over 43,000 square feet of production area in addition to our United States corporate offices and staff. Since 1988, the Charlotte production facility has been expanded to 100,000 square feet to accommodate additional new machinery, an assembly area and warehousing.

The Otto production facility in Charlotte, NC is considered one of the country's largest and most modern injection-molding plants. Otto's Charlotte facility is equipped with an impressive array of modern injection-molding equipment, including a 1250-ton, a 1500-ton, a 1650-ton, a 3000-ton, a 3500-ton and twin 3000-ton injection molding machines.

The year 2002 was another extremely successful year in the history of Otto Environmental Systems (NC), LLC. The company continued record sales of rollout carts. To support the popularity and consistent demand for Otto products in the US, the company has completed another significant expansion. Otto has begun operations at its new production facility in Eloy, AZ. Otto has added new cart molds and additional molding machinery. The investment the company has made with the 2002 expansion has brought on-stream the most modern molding technologies that have virtually doubled Otto's production capacity in the United States.

Experienced in Leasing, Service and Maintenance

Otto Container Management (OCM) is part of the Global Company, the Otto Group. Based in Europe and in business since 1934, the Otto Group has over 29 years of experience in cart maintenance and repair programs with over 179 contracts throughout France, Italy, Britain, Germany, Spain, Mexico, and Brazil. OCM has taken the best practices from all these locations to bring the greatest value to its customers in the United States. OCM started operations in the U.S. in the year 2000. OCM has twenty-nine service contracts and twenty-two offices in the U.S. handling in excess of 2.1 million carts. OCM manages more than 2,200 cart actions a day, completing approximately 46,000 cart actions a month. OCM has a fleet of 69 service box trucks that are identifiable by professionally applied graphics, operate under D.O.T. standards, and are equipped with GPS systems to provide service verification. As of January 2010, OCM employs 98 full time team members and is headquartered in Charlotte, NC. The Management Team (top 6) at OCM has over 77 years combined Waste Industry experience, 53 years combined with the Top 3 National Haulers, and over 122 combined years in the Services/Logistics Industries.

During OCM's ten years in business, OCM has completed close to 3,000,000 cart actions, and welded approximately 180,000 carts. In addition to its traditional services programs, OCM's project teams have fulfilled over 149 assembly and distribution projects delivering over 1,300,000 carts for its customers.



Advantages of the Otto Injection-Molded Container

The Otto Environmental Systems (NC), LLC refuse containers are manufactured by an injection molding process. The injection molding process is capable of making products with complex designs that would not be possible by other processes of manufacturing, such as rotational molding and blow molding. Injection molding provides consistency and durability.

For example:

- ◆ The base of the container is manufactured with a dual molded-on "wear strip" to take the brunt of the wear and abuse. The flat bottom of the container does not, in fact, touch the ground.
- ◆ Other design features include extra strengthening of the hinges and other areas of special stress.
- ◆ The one-piece lid is attached upon delivery to save assembly time and stay closed with no lid latch required.
- ◆ The injection molding process ensures overall consistent wall thickness. Eliminates thin spots or "windows".
- ◆ Molded gussets contribute greater strength to the axle mounting details.
- ◆ The large oversize solid steel axle is manufactured from recycled material and provides for exceptional durability.
- ◆ Otto's extra deep and easy to use toehold can assist with handling heavy loads.
- ◆ Many of Otto's cart models are available with the choice of either a plastic or a metal lower "catch" bar.
- ◆ The latest technological equipment is used to ensure superior hot stamping.
- ◆ The Otto cart is standard with snap-on rubber tire wheels that roll more easily and quietly and provide greater control of the cart.
- ◆ Cosmetically, the Otto container portrays a superior image for the community. The Otto container appearance is complementary to an inside environment as well as an outside one.
- ◆ The cart design has allowed the container to be a leader in wind stability.
- ◆ The Otto container is virtually maintenance-free, eliminating costly labor for repair. No worrisome calls from homeowners due to broken lids, bent axles, or loose wheels.
- ◆ Select from any of Otto's seven standard colors.
- ◆ Historical failure rate of Otto containers = less than 1%.
- ◆ Otto guarantees the bins with a five-year non-prorated warranty and the carts with ten-year non-prorated warranty coverage.
- ◆ "One Stop Shopping" for Otto carts and OttoMate™ lifters – high productivity & cart friendly lifters.

ATTACHMENT B

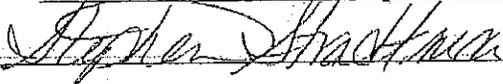
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid/Contract No: Bid No. 623-10869Project Description: Semi-Automatic Refuse and Recycling Carts

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Otto Environmental Systems (NC), LLCAuthorized Company Person's Signature: Authorized Company Person's Title: Stephen Stradtman, CEODate: February 23, 2012



CERTIFICATE OF LIABILITY INSURANCE

OTTOI-1 OP ID: PM

DATE (MM/DD/YYYY)
02/22/12

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 Senn Dunn - GSO 3625 N. Elm St. P O Box 9375 Greensboro, NC 27429-0375 Jay Haldeman, Jr., CIC, CRM	336-272-7161 336-346-1397	CONTACT NAME: Patsy B Lewis, CIC, CPIW, AINS PHONE (A/C, No, Ext): 336-346-1307 FAX (A/C, No): 336-346-1397 E-MAIL ADDRESS: plewis@senndunn.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company NAIC # 25623 INSURER B: Charter Oak Fire Ins. Co. 25615 INSURER C: Standard Fire Insurance Co 19070 INSURER D: Travelers Prop & Cas of America 25674 INSURER E: INSURER F:	
INSURED Otto Industries North America, Inc. & Otto Environmental Systems North America, Inc. 12700 General Drive Charlotte, NC 28273		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	Y6301432P351PHX12	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y8101448P650TIA12	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		YSMCUP8285B416TIL12	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	YFUB1478P27312	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	AutoPhysical Damage - ACV		Y8101448P650TIA12	01/01/12	01/01/13	Comp \$100 Ded Collision \$500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Fort Lauderdale is additional insured for general liability coverage.

CERTIFICATE HOLDER

CANCELLATION

CITYFTL City of Fort Lauderdale Procurement Services Division 100 N Andrews Avenue Room 619 Ft Lauderdale, FL 33301	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 <i>Patsy B. Lewis</i>
--	--

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Otto Environmental Systems, LLC CART REFERENCES

<u>Customer</u>	<u>Contact</u>
Miami-Dade County, FL 125,000 carts 65 gallon Otto customer since 2008	Ms. Jeanmarie Massa 2525 NW 62 nd Street Miami, FL 33147 305-790-2295 massaj@miamidade.gov
City of Apopka, FL 26,000 carts 95, 65, & 35 gallon	Mr. Jeff Plaughter 748 E Cleveland Street Apopka, FL 32703 407-703-1731
City of Delray Beach, FL 20,000 carts 95, 65, & 35 gallon	Mr. Joe Safford 100 NW 1 st Avenue Delray Beach, FL 33444 561-243-7115
City of Ocoee, FL 20,000 carts 95 gallon	Mr. Stephen Krug 301 Maguire Road Ocoee, FL 34761 407-905-3170
Reedy Creek Authority 50,000 carts 35 & 65 gallon	Mr. Bob Kindle PO Box 10000 Lake Buena Vista, FL 32830-1000 407-824-4184
City of Tampa, FL 70,000 carts 95 & 65 gallon Otto customer since 2004	Mr. Mark Wilfalk 4010 W. Spruce Street Tampa, FL 33607 813-393-6228 Mark.Wilfalk@ci.tampa.fl.us
City of Homestead, FL 25,000 carts 95 gallon	Mr. Milton Bailey 548 SE 6 th Avenue Homestead, FL 33030 305-302-3236
City of Thomasville, GA 13,000 carts 95 gallon	Mr. Nate Tyler PO Box 1540 Thomasville, GA 31799 229-224-8783 nate@thomasville.org
City of New Orleans, LA 100,000 carts Otto customer since 2011	Ms. Cynthia S. Lear Director 1300 Perdido Street, Room 1W03 New Orleans, LA 70112 504-658-3800 cslear@nola.gov

Otto Environmental Systems, LLC CART REFERENCES

<u>Customer</u>	<u>Contact</u>
Lexington, NC 10,000 carts 95 and 32 gallon Otto customer since 1995	Ms. Tammy Bullin Sanitation Department 310 Talbert Blvd. Lexington, NC 27292 336-248-3965 tammyb@lexingtonnc.net
East Hartford, CT 16,000 Carts 95 and 68 gallon Otto customer since 1994	Mr. Rich Toce Acting Director of Public Works 740 Main Street East Hartford, CT 06108 860-291-7377 rtoce@ci.easthartford.ct.us
City of Minneapolis, MN 140,000 carts 95 gallon Otto customer since 1988	Ms. Susan Young Director of Solid Waste 309 Second Ave. South Minneapolis, MN 55401 612-673-2433 susan.young@ci.minneapolis.mn.us
City of Plano, TX 110,000 carts 95 gallon Otto customer since 1998	Ms. Nancy Nevil Solid Waste Director Plano Parkway Plano, TX 75093 972-964-4104 nancyn@gwmail.plano.gov
City of Louisville, KY 200,000 carts 95 gallon Otto customer since 1998	Mr. Keith Hackett Director of Solid Waste Services 600 East Meriwether Louisville, KY 40217 Ph: 502-574-3571
City of Titusville, FL 14,000 carts 95 gallon	Mr. Kevin Cook 445 S. Washington Avenue Titusville, FL 32796 321-383-5705
City of Savannah, GA 48,000 carts 95 gallon Otto customer since 2008	Ms. Stephanie Cutter Bureau of Sanitation Director P. O. Box 1027 Savannah, GA 31402 912-651-6581



Otto Environmental Systems, LLC CART REFERENCES

<u>Customer</u>	<u>Contact</u>
Greenville, SC 10,000 carts 95 gallon Otto customer since 1997	Mr. Steve Myers Administrative Assistant 360 South Hudson Street Greenville, SC 29601 864-467-4345 myerss@greatergreenville.com
Chapel Hill, NC 10,000 carts 68 gallon Otto customer since 2001	Mr. Harv Howard Sanitation Superintendent 306 North Columbia Street Chapel Hill, NC 27516-2124 919-969-2800 publicworks@townofchapelhill.org
City of Clermont, FL 10,000 Carts 95 and 68 Gallon Otto customer since 1992	Mr. Preston Davis Director of Public Works 400 Twelfth Street Clermont, FL 34711 352-394-3350
Borough of Sayreville, NJ 16,000 Otto carts Otto customer since 1999	Mr. Bernie Bailey Sayreville Public Works 167 Main Street Sayreville, NJ 08872 732-390-2937
Township of Toms River, NJ 60,000 carts 95 & 68 Gallon Otto customer since 1994	Mr. Fred Clayton Director of Public Works 1672 Church Road Toms River, NJ 08753 732-255-1000 (ext. 107)
Village of Wellington, FL 11,000 carts 95 gallon	Mr. Jessie Wright 14000 Greenbriar Blvd. Village of Wellington, FL 33414 561-791-4000
City of Charlotte, NC 250,000 carts Otto customer since 2010	Ms. Victoria Johnson Key Business Executive Director Solid Waste Services Department 600 East Fourth Street Charlotte, NC 28282 704-336-5674
City of Durham, NC 90,000 carts Customer since 2007	Donald Long 1833 Camden Avenue 101 City Hall Plaza Durham, NC 27701 919-560-4186



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has assessed the Quality Management System of:

Otto Environmental Systems (NC), LLC
12700 General Drive, Charlotte, NC 28273 United States

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

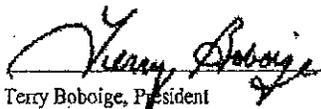
ISO 9001:2008

This Registration is in respect to the following scope of supply:

Manufacture and Assembly of Injection Molded Plastic Parts for the Solid Waste and Custom Molding Industries

Such products shall be manufactured by the Organization at, or such processes or services shall be offered at or from, only the address given above. This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

For PJR:


Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388



The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
November 15, 2010

Expiration Date:
November 14, 2013

Certificate No.:
C2010-02615



OTTO ENVIRONMENTAL SYSTEMS, LLC **TEN YEAR, NON-PRORATED WARRANTY**

1. Otto Roll Out Waste Container Warranty

Otto warrants the Waste Containers for a period of ten years from the date of delivery. Otto warrants that its Waste Containers purchased new will meet applicable specifications and be free from defects in material and workmanship. Otto extends this warranty only to the first purchaser of the Waste Container, except in cases when the purchase is made through an authorized Otto distributor, when the warranty will extend to the first purchaser from the distributor and not to the distributor.

2. Exclusions From Warranty Coverage

Any component parts that fail due to defects in material or workmanship will be repaired or replaced by Otto Environmental Systems, LLC within a reasonable period of time at no cost to the Buyer. This is the sole remedy, and Otto will not be liable for transportation, labor or other charges for adjustments, repairs, replacements, installation, or other work which may be done to or in connection with the Waste Containers sold. Otto shall not be liable for incidental or consequential damages of any nature whatsoever, including lost profits. In no event shall Otto's liability ever exceed the purchase price of the allegedly defective Waste Container.

This warranty does not cover:

- Use under circumstances exceeding specifications.
- Unauthorized repair or alteration.
- Abuse, including vandalism and damage from wildlife.
- Damage from incompatible, improperly installed, operated, or damaged lifting mechanisms.
- Damage caused by natural calamities such as fire, storm, or high winds.

3. Warranty Administration

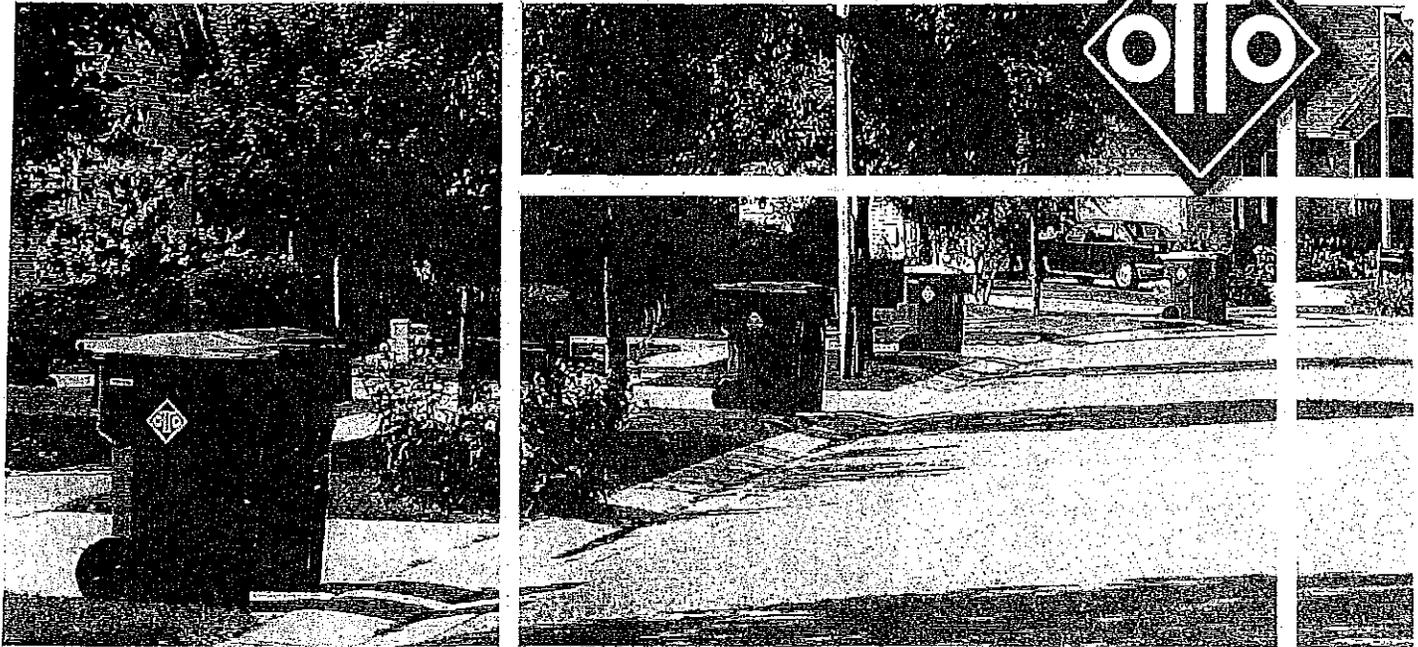
- (1) Buyer representative shall notify Otto in writing before the end of the warranty period for the allegedly defective container. Please see the contact information below.
- (2) Buyer agrees that Otto or its designated representative shall have the right to inspect and test the allegedly defective container.
- (3) Determination of liability will be based on inspection and test results of failed product.

**Otto Environmental Systems, LLC, 12700 General Drive, P.O. Box 410251
Charlotte, NC 28241**

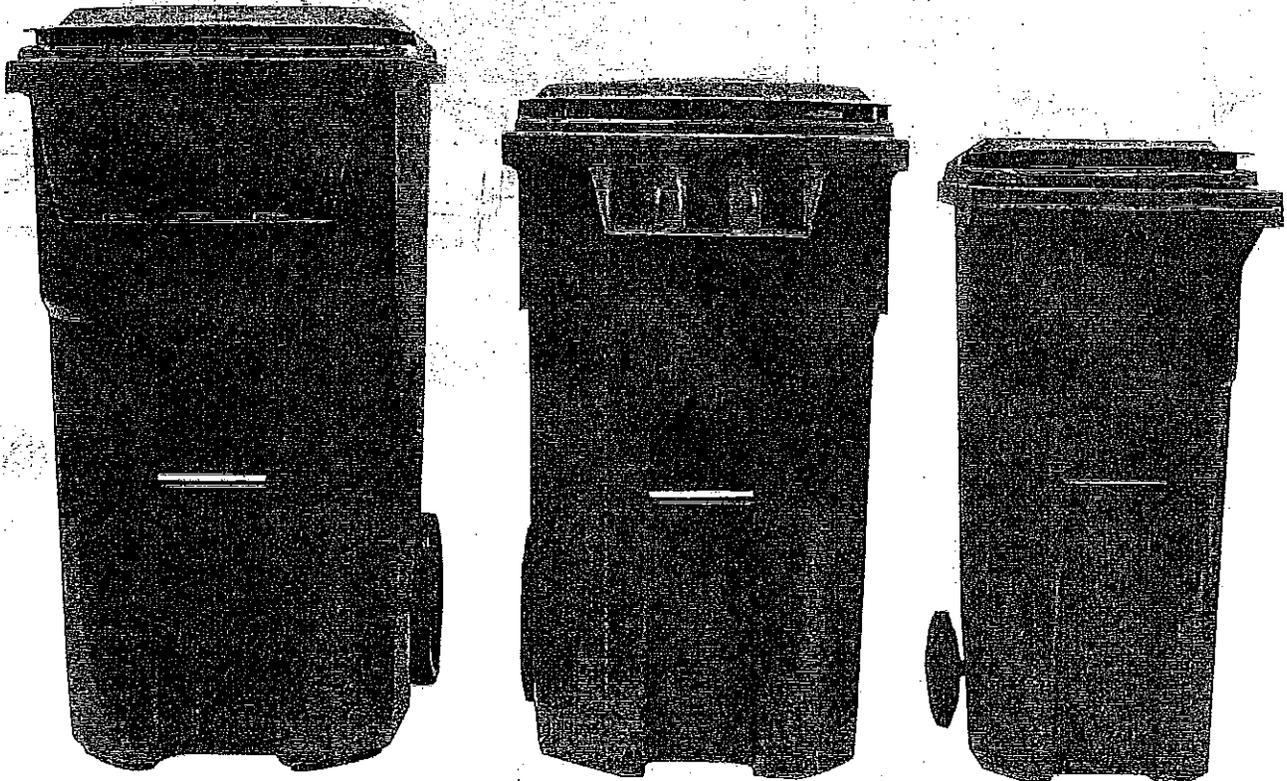
Attn: Warranty Dept. Phone: 1(800)-227-5885

Revised Jan 2009

Classic



Residential Cart for All Types of Waste



Product is in compliance with A.N.S.I. standards.

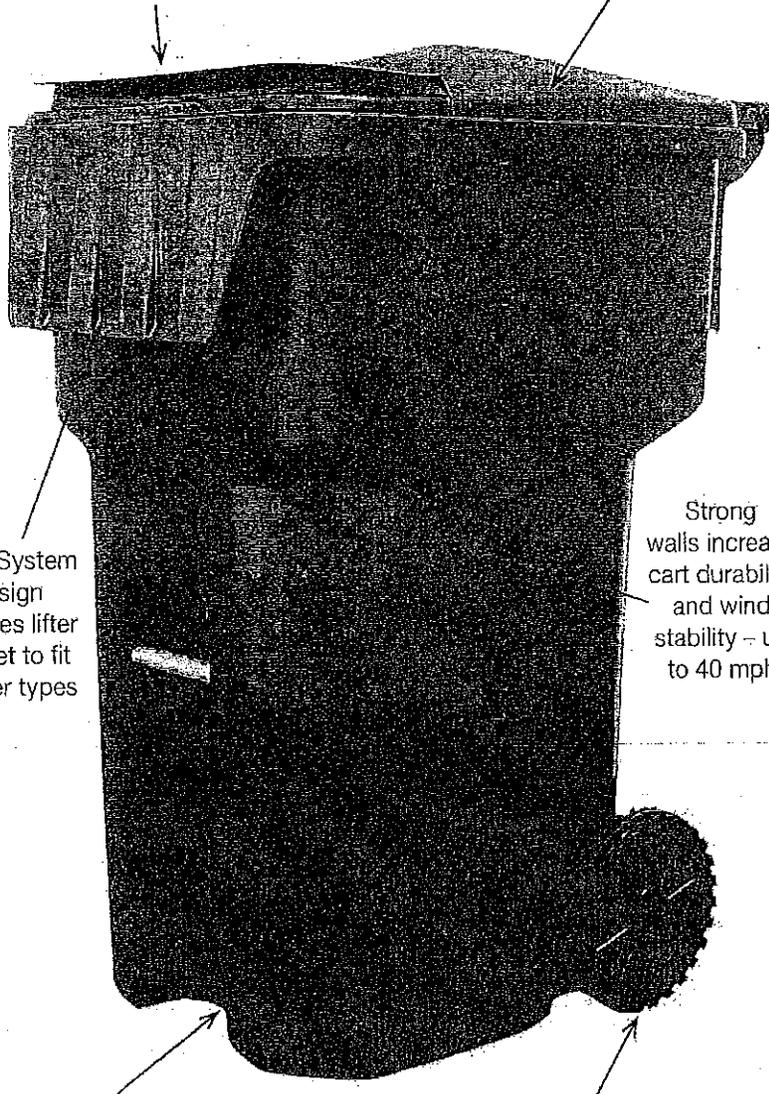
Classic – 32, 65, 95 Gallon Roll-Out Cart



Molded recess allows foot to be placed directly on axle, providing leverage for maneuvering heavy loads.

Water tight lid design eliminates leaking and reduces odors

One piece attached lid requires no assembly

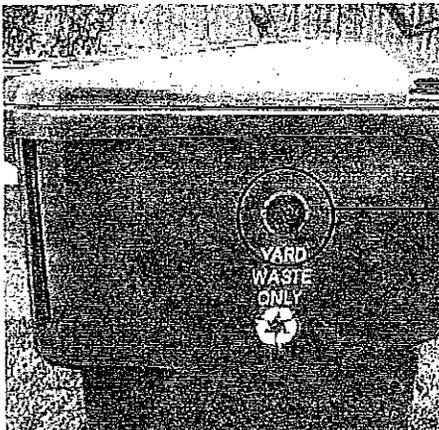
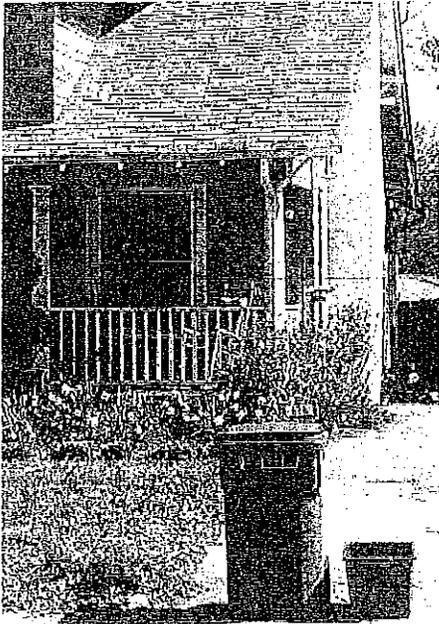


Multi-System Design includes lifter pocket to fit all lifter types

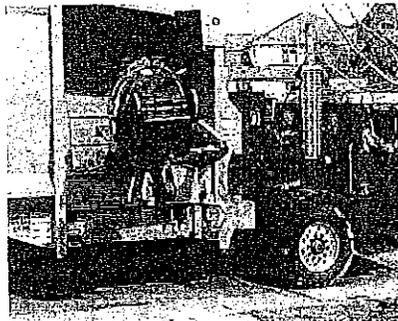
Strong walls increase cart durability and wind stability – up to 40 mph

Dual reinforced wearstrip designed to extend the life of cart's underside

Standard 10" diameter wheels are durable, roll easily, and provide greater stability. Oversized 12" are optional

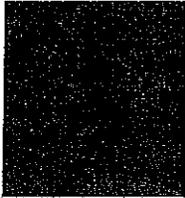


3" diameter vents available for yard waste carts.



Otto "Multi-System Design" (MSD) is compatible with modern semi-automated and fully automated collection systems.

The Classic is available in 8 standard colors. Custom colors available upon request.



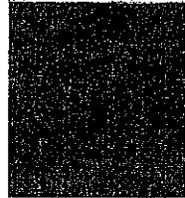
Dark Blue - 68



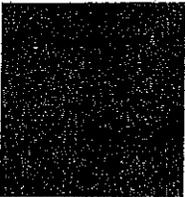
Light Blue - 51



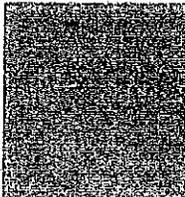
Green - 56



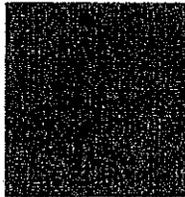
Forest Green - 65



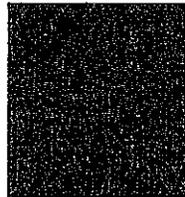
Dark Gray - 50



Light Gray - 57

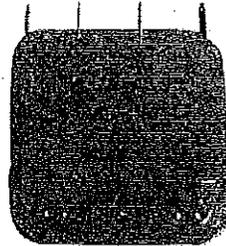
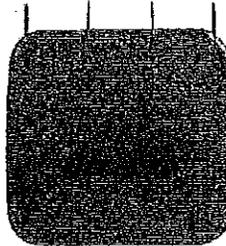
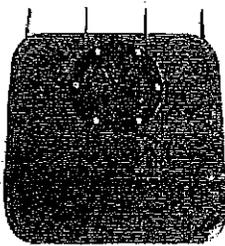


Brown - 63

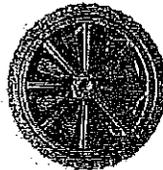
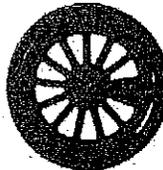
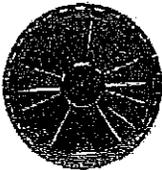


Black - 60

Lid Options Include: Recycling lid with circular opening. Slat lid for disposal of paper. Security lock lid for document security.



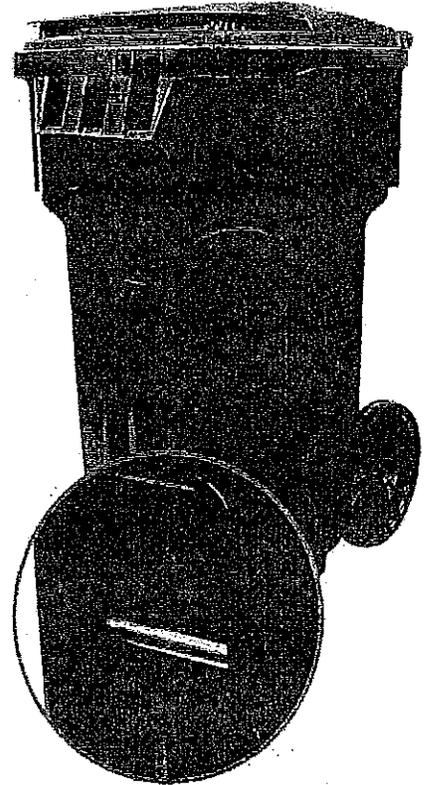
Wheels: 10" wheels are standard on the 65 and 95. 32 gallon fitted with 8" standard wheels. Popular wheel options including wheels with rubber tread are shown below. Other options, including oversized 12" wheels, are available upon request.



- Provide instructions to users with in-mold labeling
- Hot stamp sides of cart with company logo or message
- Injection molding of text on lids
- RFID Tag or Barcode available



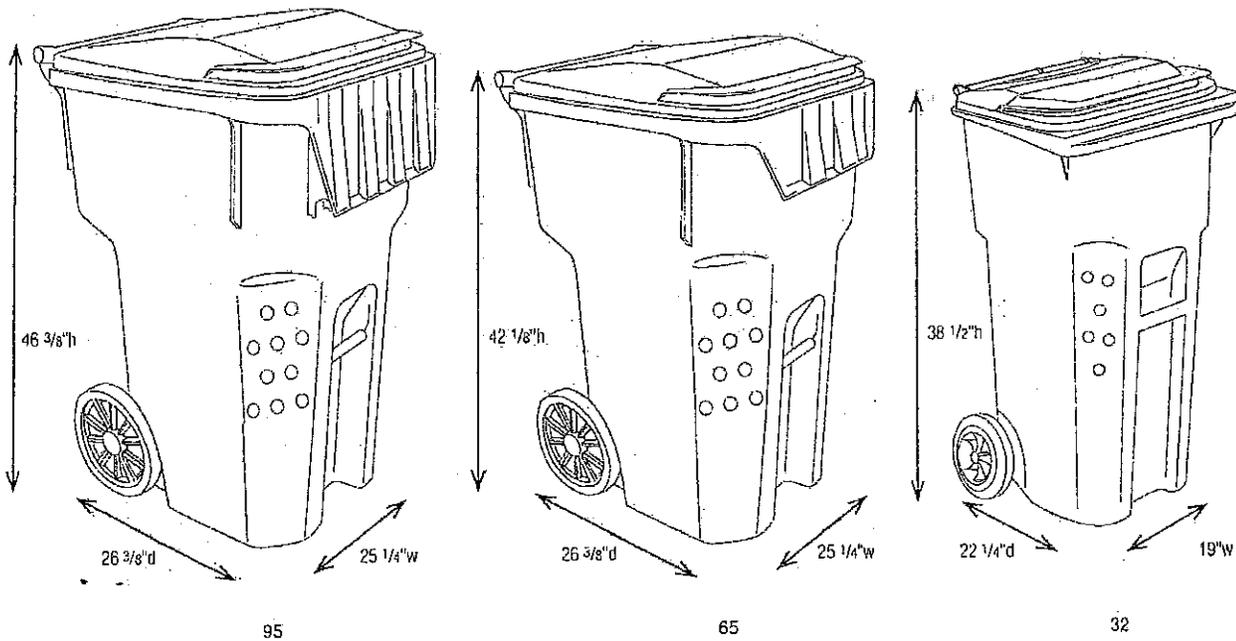
65 and 95 gallon carts can be ordered with an integrally molded plastic or freely rotating steel lift bar.



10" diameter wheels allow easy maneuvering of heavy loads. 12" diameter wheels shown here.



Classic Roll-Out Cart



MODEL	HEIGHT	WIDTH	DEPTH	LOAD RATING*
95 GAL. C	46 3/8"	25 1/4"	26 3/8"	340 LBS.
65 GAL. C	42 1/8"	25 1/4"	26 3/8"	230 LBS.
32 GAL. C	38 1/2"	19"	22 1/4"	120 LBS.

MODEL	ASSEMBLY WEIGHT	STACKING	T/L QTY (53' TRUCK)	LTL STACKING	LTL MAX. QTY
95 GAL. C	43 - 47 LBS.	6 - 7 HIGH	384 - 448	5 - 6 HIGH	90 - 108
65 GAL. C	36 - 40 LBS.	7 HIGH	588	6 HIGH	108
32 GAL. C	23 LBS.	10 HIGH	1110 - 1160	7 - 10 HIGH	126 - 200

Otto Environmental Systems North America Inc.
 12700 General Drive, Charlotte, NC 28273
 Tel. (800) 795-OTTO (6886) • Fax (704) 588-5250
<http://otto-usa.com> • info@otto-usa.com
 © Otto Environmental Systems North America, Inc.



Solutions In Waste Packaging™

Get Meaningful Information with RFID



Would you like to track information such as recycling participation, collection times, or container location?

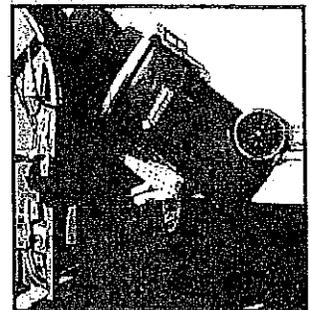
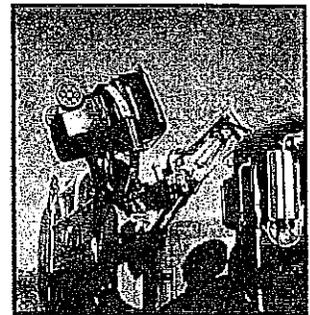
Manage Container & Collection Data Using Standardized Technology *Otto's Res-CT Program*

Otto's RFID residential container tracking system, or Res-CT (pronounced "receipt") system, uses the latest technology in software, hardware and RFID tags to provide you a closed-loop solution that can supply you with meaningful data at your fingertips.

Whether you are starting or modifying a recycling program, or are trying to get a better handle on your container fleet, our Res-CT system is flexible and modular. Otto uses EPC Global Gen2 RFID tags, which contain standardized technology used by the retail, shipping and automotive industries. These tags can be used with any standardized hardware and software on a worldwide basis. This means your tags can be used for years to come as hardware and software advancements emerge, protecting you from expensive upgrades in the future.

Do you have a routing system in use? Do you use proprietary billing software? Otto's Res-CT program can be integrated into existing software applications so that the data captured can be imported into them, creating seamless results for you to provide to your customers and operations.

Otto's Res-CT program is a proven system in both small and large operations and your tool in taking your waste and recycling collection to the next level.



Otto Environmental Systems (NC), LLC

Item: 65 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label

Attachments

MSD-65C.pdf

MSD-65C Gallon Container Specifications

(Six Pages)

The MSD-65C Gallon Container consists of injection molded, high density polyethylene plastic body, hinged lid, two rubber wheel assemblies, a solid steel axle, and four hinge pins.

The MSD-65C Gallon Container comes in three versions, making it compatible with all types of lifter systems. The MSD-652 version is intended for use with fully automated arm lifter systems and standard, semi-automated bar lifter systems. The MSD-653 version can be used with both fully automated arm lifter systems and European comb lifter systems.

The MSD-65C Gallon Containers also offers a unique feature. The container body can be divided into two equal parts by installing a divider panel. The divider panel segregates the container either side-to-side or front-to-back into two equal sections. This feature allows the container to collect separated recyclables, such as glass and plastics. The divider panels can be retrofitted with the containers at a later date.

VOLUME CAPACITY:

The actual volume is 67 gallons with lid closed.

LOAD RATING:

The MSD-65C Gallon Container is capable of accommodating a load of up to 238 pounds.

WEIGHT:

The completed assembly weight of the container is 37.9 pounds when equipped with standard OTTO (Rubber Tire) wheels.

DIMENSIONS:

Cart Body Height:	39.50"
Overall Height:	42.12"
Overall Width:	25.25"
Overall Depth:	26.38"

CONTAINER BODY:

Quality Components.
Successful Systems.



The Container Body is injection molded from High Density Polyethylene (HDPE). The container body has smooth surfaces both inside and outside. The interior is free of crevices and recesses where refuse could become trapped, thus preventing complete emptying. The minimum wall thickness is 0.175 inch on the container sidewalls and 0.200" on the bottom section. The high density polyethylene has a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE is 4.0 to 6.0.

The top of the container body is reinforced with a rim that extends around the entire perimeter. This feature adds structure and stability to the container and provides a flat surface for the lid. The handles are integrally molded into the container body at the top rim.

The front of the container on the MSD-652 and MSD-653 versions is recessed. The lower bar is integrally molded into the container base in the front recess. The tearout strength of the lower bar is in excess of 1800 pounds.

The bottom of the container has molded in wear strips that extend around the bottom perimeter. The wear strips and ribs protect the container and add strength and structure to the container. A recessed area in the middle of the axle acts as a molded in tilting feature. This recessed detail allows the container to be easily tilted, even with a full load.

The MSD-65C gallon container body is designed with a rib and slot detail to allow the option of a front-to-back or side-to-side divider panel. The divider splits the container into two separate compartments.

The front rim on the OTTO container is reinforced with internal ribs. These ribs add strength and structure to the rim area.

The OTTO containers are designed to be nested or stacked for transport. This saves on transportation and handling costs. Stacking ribs are molded into the top rim of the container body to prevent jamming (sticking together) and allows for easy unstacking.

The weight of the container body is 24 pounds. This weight does not include any other components.

LID:

The Lid is injection molded from HDPE. The lid is installed to the container body using four hinge pins and rotates freely a full 270 degrees. The lid, when closed, rests on the top rim of the container body. This allows a secure tight fit around the entire perimeter between the lid and base. This prevents rain, insects, and vermin from entering the container, and odors are contained, when the lid is closed. A molded in rain lip on the top rim of the container base prevents rain from entering. The lid does not require a latch or snap fit, therefore, children cannot get trapped inside. The lid and container, when empty, withstands winds up to 35 MPH without tipping over or causing the lid to open.

The entire front rim of the lid is recessed to form a hand hold area. This allows the lid to be easily opened from any position.



The minimum material thickness in the lid is 0.130 inch.

The weight of the lid is 3.52 pounds.

HINGE PIN:

The Hinge Pin is injection molded from HDPE. The hinge pin secures the lid to the integrally molded lid hinge and handle detail. The hinge pin is installed using a rubber mallet. At installation, the truncated conical end of the hinge pin compresses and snaps into the pocket detail in the handle detail. The hinge pin can be removed with a special tool available from OTTO. This prevents vandalism and securely fastens the lid to the container base. Four (4) hinge pins are used to secure the lid.

LID HINGE AND HANDLE DETAIL:

The lid hinge is integrally molded to the container body. Handles are located at two places. The handle has a 1.00" diameter and provides two 5.75" handle gripping areas. The clearance between the handle and the container rim is 1.65".

AXLE:

The machined solid steel axle has an 0.844" diameter and is 22.62" long. The axle is zinc plated to protect against rust and corrosion. The large diameter of the axle allows the container to be easily rolled on any surface and supports a fully loaded container. The axle will withstand an 800 pound load without permanent deformation. The weight of the axle is 3.35 pounds.

WHEELS:

The wheels are slightly recessed into the container body. The overall diameter of the wheel is 10". The wheel assembly consists of an injection molded HDPE hub mounted in a 1 7/8" wide solid rubber tire. The tire is produced using recycled rubber.

The wheels are capable of supporting a 200 pound load per wheel while rolling for 11.8 miles without permanent distortion occurring to the hub or tire.

The wheel assembly is tamper and theft resistant and takes only seconds to install on the axle. This is made possible with the use of a spring loaded internal steel detent, which snaps into a locking groove in the axle. Yet, the wheel assembly can be easily removed with a special small hand tool available from OTTO.

The weight of each wheel is 3.5 pounds. The outside track distance is 23.75".

MARKINGS:

**Quality Components.
Successful Systems.**



All carts can be hot stamped with a unique sequence number to facilitate distribution and control. The customer's name or logo can be hot stamped on the container's lid or body. The containers are permanently marked with the month and year of production, tool number, material identification, patent number, and manufacture's insignia.

All carts can be labeled with the following notice:



OTTO ENVIRONMENTAL SYSTEMS, LLC

**OTTO REFUSE CARTS AND CONTAINERS:
INSTRUCTIONS FOR OPERATION AND USE**

LOADING: The containers are designed to hold domestic refuse, yard trash and similar waste products.

DO NOT PUT IN : Anything Hot
: Liquids
: Fire, Barbecue Ashes
: Chemicals

DO NOT OVERLOAD, do not put in sand, soil, other heavy materials.

LOCATION: Locate the container in a safe place.

DO NOT PLACE IT - on an elevated platform-it might fall off
- on a steep slope-it might run away
- close to a driveway or road-it might be run over.

WORKMANSHIP:

ROLL: The containers are built to roll freely, do not overload or you may have difficulty controlling the container on a slope. Do not strain, just tilt the container slightly towards you and pull gently, you will find that it rolls easily, even over curbs, sand and snow.

The plastic material, high density polyethylene, is manufactured from virgin raw materials by major petrochemical companies, (i.e. Exxon, Quantum, Phillips) and includes no recycled or regenerated plastic or foreign material.

Up to 50% recycled material (PCR) content is available upon request.

Molded parts show no foreign substances, shrink holes, cracks, blow holes or webs. There are no color streaks.

COLOR:

The standard colors are Green, Forest Green, Gray, Blue, and Dark Blue. Other colors are available to special order.

All injection molded parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Due to the high quality pigment package and injection molding process, OTTO containers have excellent color fastness. Our containers have a nominal 1% pigment by weight.

UV LIGHT STABILIZATION:

The OTTO container is stabilized against ultraviolet degradation with not less than 0.3 percent of a Hindered Anime Light Stabilizer (HALS) additive. An additional anti-oxidant package is included to

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assure the integrity and longevity of the container. This stabilization package and load assure a 10 year life.

THERMAL STABILIZATION:

The OTTO container is stabilized against thermal degradation with an anti-oxidant additive. The thermal stabilizer package consists of a 800 - 1000 PPM anti-oxidant additive. Thermal degradation will occur due to environmental or process related influences without this package. The occurrence of thermal degradation results in container failure.

RECYCLABILITY:

The MSD-65C Gallon Container is produced with a fully recyclable thermoplastic High Density Polyethylene (HDPE) resin. This allows the container to be recycled and reused after its useful life.

QUALITY ASSURANCE PROCEDURES AND PERFORMANCE TESTING:

The MSD-65C Gallon Container is designed to withstand the following series of performance tests. The performance test requirements were designed to simulate the type of situations encountered in actual use. The severity of some tests was scaled to anticipate an expected 10 year life.

Test Description	Test Requirements
Semi-Automated Lifter Life Cycle	3000 Cycles without Damage
Fully-Automated Lifter Life Cycle	1500 Cycles without Damage
Drop Test (300 Lb. @ 12 Feet)	30 Drops without Damage
Crush Test and Recoverability	Must recover within 25% of shape after crushing
Wind Test	Must withstand 35 MPH winds without tipping
Abrasion (Bottom Wear) Test	100 LB load drag for 9500 feet without leaks
Axle Durability (Bend) Test	800 LB without permanent deformation
Wheel Durability (Step) Test	200 LB per wheel for 11.8 Miles

The additional Quality Assurance tests are performed according to ASTM procedures.

1. Melt Flow Index Test: To check that only 100 percent pure polymers are used. They meet testing procedure ASTM D1238, Condition P.

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2. Xenon Test: Speed-up simulation of weathering and UV radiation in accordance with CAM-162 (Xenon arc and water spray).
3. Material Thickness Test:
4. Stress Crack Bath:

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is informational in nature and shall not be construed to warranty suitability of the unit for any particular purpose as performance may vary with the conditions encountered.

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TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-65C

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

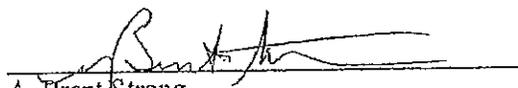
TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening -- front, side and back.
10. The procedure was performed using a blow-molded wheel and then repeated using an injection molded wheel with rubber tread.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	47 mph	70 mph	57 mph

SUMMARY: The cart was stable in moderate to high winds.


 A. Brent Strong
 Professor, Manufacturing Engineering
 Brigham Young University
 265 CTB, Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-65C (cav. 2)

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

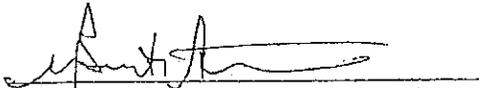
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 67.0 gallons. The lid had a capacity of 3.0 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006 and Z245.60-2006.



A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 13 October 2006
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Otto MSD-65C

TEST: SLOPE STABILITY

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (10 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60 establishes dimensional requirements for the cart.

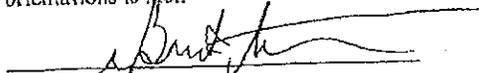
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (250 lbs)	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards since non-movement in three orientations is met.


 A. Brent Strong
 Professor, Manufacturing Engineering Tech.
 Brigham Young University
 265 CTB, Provo, UT 84602

TESTING REPORT

DATE: 13 October 2006
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Otto MSD-65C

TEST: CENTER OF BALANCE POSITION

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

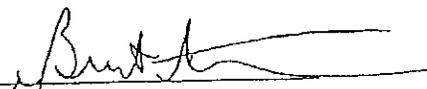
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 23.8 inches (245 pounds)

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 13 October 2006
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Otto MSD-65C

TEST: FORCE TO TIP

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

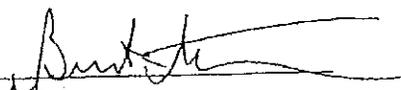
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1E slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2E$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 45 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 13 October 2006

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Otto MSD-65C

TEST: **LID TEST**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60 establishes dimensional requirements for the cart.

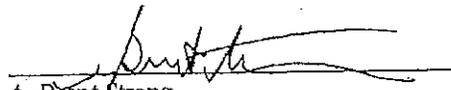
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-65C

TEST: DURABILITY DURING PULLING (CURB TEST)

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

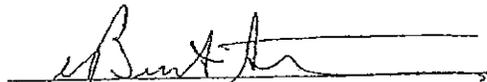
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance. (Includes cavity 1, plastic and metal bar; cavity 2 plastic bar.)


 A. Brent Strong
 Professor, Manufacturing Engineering Tech
 Brigham Young University
 265 CTB
 Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-65C

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-2006 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

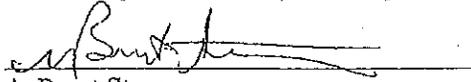
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance. (Includes plastic and metal bar versions.)


 A. Brent Strong
 Professor, Manufacturing Engineering Tech
 Brigham Young University
 265 CTB
 Provo, UT 84602

TESTING REPORT

DATE: 27 March 2006
SUBJECT: Trash carts
TESTING SPONSOR: Otto Environmental Systems
PRODUCT IDENTIFICATION(S):

1. MSD-32C
2. MSD-68C
3. MSD-95C
4. MSD-95M
5. MSD-95C (Duplicate of #3)
6. MSD-35EV
7. MSD-65EV
8. MSD-95EV

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

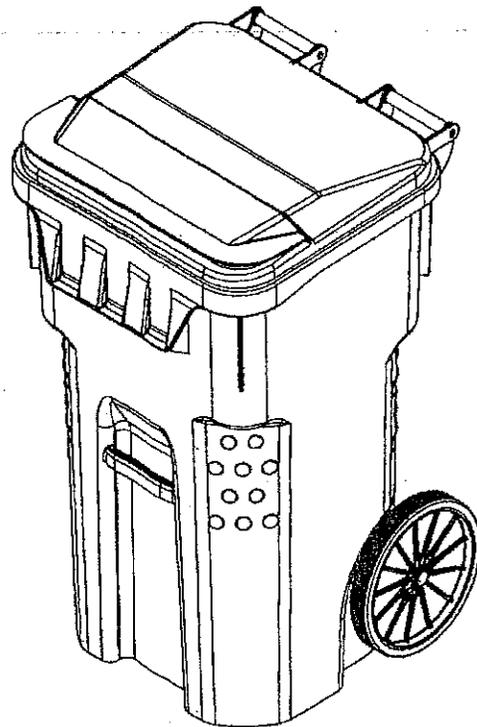
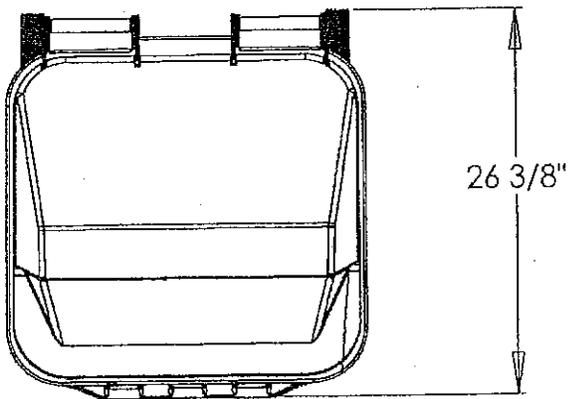
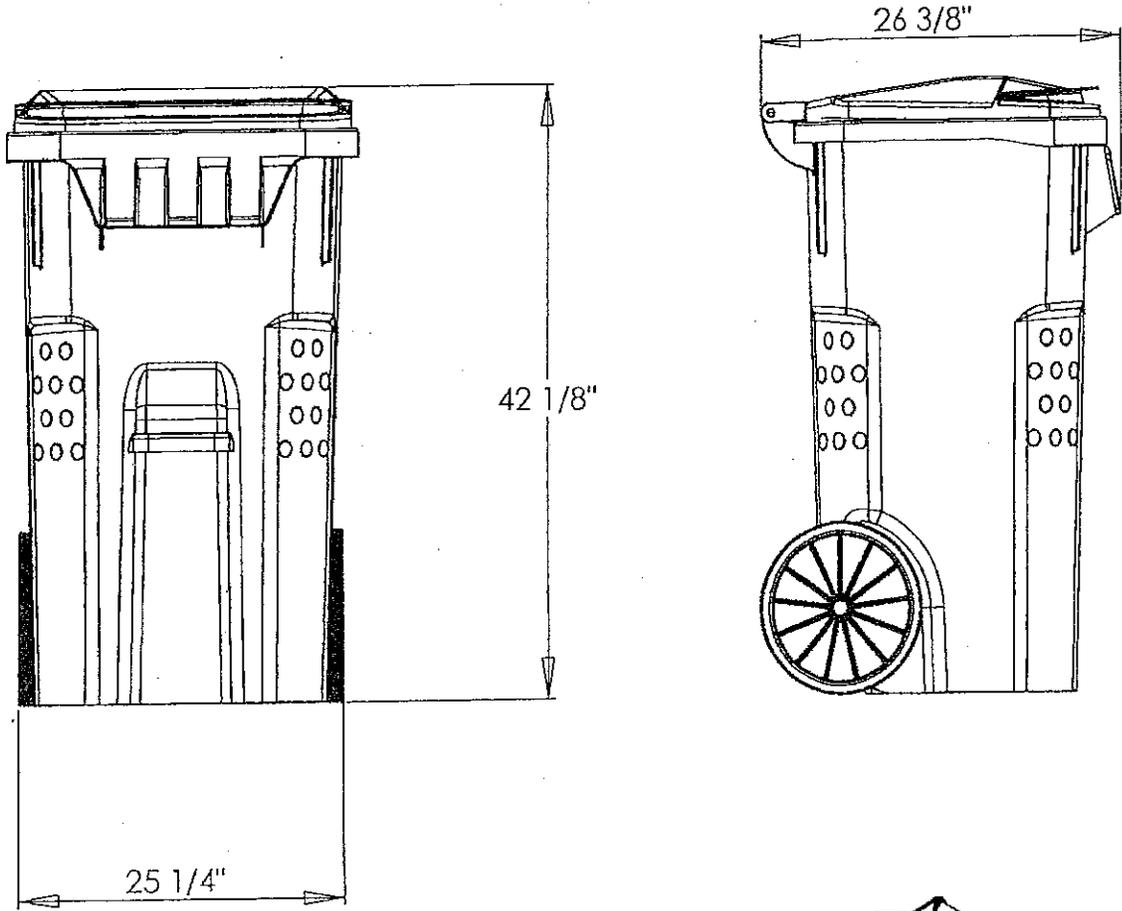
<u>Cycles</u>	<u>Comments on Performance</u>
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No damage
520	No significant damage -- cart operates acceptably

SUMMARY: No significant damage was seen in any of the carts tested and so **all** the carts passed the ANSI Z245.30 and Z245.60 standards for minimum performance.



A. Brent Strong
Professor, Manufacturing Engineering Tech.
Brigham Young University
265 CTB
Provo, UT 84602

65 Gallon Classic Roll-Out Cart



REV June 2010

This Product is ANSI Compliant

Otto Environmental Systems (NC), LLC

Item: **95 Gallon Recycle Cart - Pepsi Blue with in Mold Lid Label**

Attachments

MSD-95C.pdf

MSD-95C Container Specifications

Six Pages

The MSD-95C Container consists of injection molded, high density polyethylene plastic body, hinged lid, two rubber wheel assemblies, a solid steel axle, and two hinge pins.

The MSD-95C Container come in three versions, making it compatible with all types of lifter systems. The MSD-952 version is intended for use with fully automated arm lifter systems and standard, semi-automated bar lifter systems. The MSD-953 version can be used with fully automated arm lifter systems and European comb lifter systems. The MSD-954 version is exclusively designed for the vacuum cup lifter systems, The MSD-954 version can also be used with fully automatic lifter systems and European comb lifter systems.

The MSD-95C Container also offers a unique feature. The container body can be divided into two equal parts by installing a divider panel. The divider panel segregates the container either side-to-side or front-to-back into two equal sections. This feature allows the container to collect separated recyclables, such as glass and plastics. The divider panels can be retrofitted with the containers at a later date.

VOLUME CAPACITY:

The actual volume is 96.8 gallons with lid closed.

LOAD RATING:

The MSD-95C Container is capable of accommodating a load of up to 335 pounds.

WEIGHT:

The completed assembly weight of the container is 45 pounds when equipped with standard OTTO (Rubber Tire) wheels.

DIMENSIONS:

Cart Body Height:	43.25"
Overall Height:	46.50"
Overall Width:	26.38"
Overall Depth:	33.62"

CONTAINER BODY:

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The Container Body is injection molded from High Density Polyethylene (HDPE). The container body has smooth surfaces both inside and outside. The interior is free of crevices and recesses where refuse could become trapped, thus preventing complete emptying. The minimum wall thickness is 0.175 inch on the container sidewalls and 0.200" on the bottom section. The high density polyethylene has a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE is 4.0 to 6.0.

The top of the container body is reinforced with a rim that extends around the entire perimeter. This feature adds structure and stability to the container and provides a flat surface for the lid. The handles are integrally molded into the container body at the top rim.

The front of the container on the MSD-952 and MSD-953 versions is recessed. The lower bar is integrally molded into the container base in the front recess. The tearout strength of the lower bar is in excess of 1800 pounds.

The bottom of the container has molded in wear strips that extend around the bottom perimeter. The wear strips and ribs protect the container and add strength and structure to the container. A recessed area in the middle of the axle acts as a molded in tilting feature. This recessed detail allows the container to be easily tilted, even with a full load.

The MSD-95C container body is designed with a rib and slot detail to allow the option of a front-to-back or side-to-side divider panel. The divider splits the container into two separate compartments.

The front rim on the OTTO container is reinforced with internal ribs. These ribs add strength and structure to the rim area.

The OTTO containers are designed to be nested or stacked for transport. This saves on transportation and handling costs. Stacking ribs are molded into the top rim of the container body to prevent jamming (sticking together) and allows for easy unstacking.

The weight of the container body is 31.9 pounds. This weight does not include any other components.

LID:

The Lid is injection molded from HDPE. The lid is installed to the container body using two hinge pins and rotates freely a full 270 degrees. The lid, when closed, rests on the top rim of the container body. This allows a secure tight fit around the entire perimeter between the lid and base. This prevents rain, insects, and vermin from entering the container, and odors are contained, when the lid is closed. A molded in rain lip on the top rim of the container base prevents rain from entering. The lid does not require a latch or snap fit, therefore, children cannot get trapped inside. The lid and container, when empty, withstands winds up to 45 MPH without tipping over or causing the lid to open.

The entire front rim of the lid is recessed to form a hand hold area. This allows the lid to be easily opened from any position.

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The minimum material thickness in the lid is 0.130 inch.

The weight of the lid is 4.42 pounds.

HINGE PIN:

The Hinge Pin is injection molded from HDPE. The hinge pin secures the lid to the integrally molded lid hinge and handle detail. The hinge pin is installed using a rubber mallet. At installation, the truncated conical end of the hinge pin compresses and snaps into the pocket detail in the handle detail. The hinge pin can be removed with a special tool available from OTTO. This prevents vandalism and securely fastens the lid to the container base. Two (2) hinge pins are used to secure the lid.

LID HINGE AND HANDLE DETAIL:

The lid hinge is integrally molded to the container body. Handles are located at two places. The handle has a 1.00" diameter and provides two 5.75" handle gripping areas. The clearance between the handle and the container rim is 1.65".

AXLE:

The machined solid steel axle has an 0.844" diameter and is 22.62" long. The axle is zinc plated to protect against rust and corrosion. The large diameter of the axle allows the container to be easily rolled on any surface and supports a fully loaded container. The axle will withstand an 800 pound load without permanent deformation. The weight of the axle is 3.35 pounds.

WHEELS:

The wheels are slightly recessed into the container body. The overall diameter of the wheel is 11 7/8". The wheel assembly consists of a 10 5/8" diameter injection molded HDPE hub mounted in a 1 7/8" inch wide solid rubber tire. The tire is produced using recycled rubber.

The wheels are capable of supporting a 200 pound load per wheel while rolling for 11.8 miles without permanent distortion occurring to the hub or tire.

The wheel assembly is tamper and theft resistant and takes only seconds to install on the axle. This is made possible with the use of a spring loaded internal steel detent, which snaps into a locking groove in the axle. Yet, the wheel assembly can be easily removed with a special small hand tool available from OTTO.

The weight of each wheel is 3.5 pounds. The outside track distance is 23.75".

MARKINGS:

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All carts can be hot stamped with a unique sequence number to facilitate distribution and control. The customer's name or logo can be hot stamped on the container's lid or body. The containers are permanently marked with the month and year of production, tool number, material identification, patent number, and manufacture's insignia.

All carts can be labeled with the following notice:



OTTO ENVIRONMENTAL SYSTEMS, LLC

**LOADING: OTTO REFUSE CARTS AND CONTAINERS:
INSTRUCTIONS FOR OPERATION AND USE**

DO NOT PUT IN : Anything Hot
: Liquids
: Fire, Barbecue Ashes
: Chemicals

The containers are designed to hold domestic refuse, yard trash and similar waste products.

LOCATION: Locate the container in a safe place.

DO NOT OVERLOAD, do not put in sand, soil, other heavy materials.

DO NOT PLACE IT - on an elevated platform-it might fall off
- on a steep slope-it might run away
- close to a driveway or road-it might be run over.

ROLL: The containers are built to roll freely, do not overload or you may have difficulty controlling the container on a slope. Do not strain, just tilt the container slightly towards you and pull gently, you will find that it rolls easily, even over curbs, sand and snow.

WORKMANSHIP:

The plastic material, high density polyethylene, is manufactured from virgin raw materials by major petrochemical companies, (i.e. Exxon, Quantum, Phillips) and includes no recycled or regenerated plastic or foreign material.

Up to 50% recycled material (PCR) content is available upon request.

Molded parts show no foreign substances, shrink holes, cracks, blow holes or webs. There are no color streaks.

COLOR:

The standard colors are Green, Forest Green, Gray, Blue, and Dark Blue. Other colors are available to special order.

All injection molded parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Due to the high quality pigment package and injection molding process, OTTO containers have excellent color fastness. Our containers have a nominal 3% pigment by weight.

**Quality Components.
Successful Systems.**



UV LIGHT STABILIZATION:

The OTTO container is stabilized against ultraviolet degradation with not less than 0.3 percent of a Hindered Amine Light Stabilizer (HALS) additive. An additional anti-oxidant package is included to assure the integrity and longevity of the container. This stabilization package and load assure a 10 year life.

THERMAL STABILIZATION:

The OTTO container is stabilized against thermal degradation with an anti-oxidant additive. The thermal stabilizer package consists of a 800 - 1000 PPM anti-oxidant additive. Thermal degradation will occur due to environmental or process related influences without this package. The occurrence of thermal degradation results in container failure.

RECYCLABILITY:

The MSD-95C Container is produced with a fully recyclable thermoplastic High Density Polyethylene (HDPE) resin. This allows the container to be recycled and reused after its useful life.

QUALITY ASSURANCE PROCEDURES AND PERFORMANCE TESTING:

The MSD-95C Container is designed to withstand the following series of performance tests. The performance test requirements were designed to simulate the type of situations encountered in actual use. The severity of some tests was scaled to anticipate an expected 10 year life.

Test Description	Test Requirements
Semi-Automated Lifter Life Cycle	3000 Cycles without Damage
Fully-Automated Lifter Life Cycle	1500 Cycles without Damage
Drop Test (300 Lb. @ 12 Feet)	30 Drops without Damage
Crush Test and Recoverability	Must recover within 25% of shape after crushing
Wind Test	Must withstand 45 MPH winds without tipping
Abrasion (Bottom Wear) Test	100 LB load drag for 9500 feet without leaks
Axle Durability (Bend) Test	800 LB without permanent deformation
Wheel Durability (Step) Test	200 LB per wheel for 11.8 Miles

The additional Quality Assurance tests are performed according to ASTM procedures.



1. Melt Flow Index Test: To check that only 100 percent pure polymers are used. They meet testing procedure ASTM D1238, Condition P.
2. Xenon Test: Speed-up simulation of weathering and UV radiation in accordance with CAM-162 (Xenon arc and water spray).
3. Material Thickness Test:
4. Stress Crack Bath:

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is informational in nature and shall not be construed to warranty suitability of the unit for any particular purpose as performance may vary with the conditions encountered.

**Quality Components.
Successful Systems.**



TESTING REPORT

DATE: 2 Oct 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-95C

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

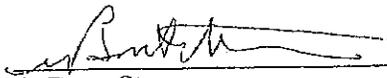
1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening— front, side and back.
8. The procedure was performed using a blow-molded wheel and then repeated using an injection molded wheel with rubber tread.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart*	54 mph	58 mph	62 mph

* Unless otherwise noted, the lid lifting either did not occur or occurred simultaneously with cart tipping

SUMMARY: The cart was stable in moderate to high winds.


 A. Brent Strong
 Professor, Manufacturing Engineering
 Brigham Young University
 265 CTB, Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-95C

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

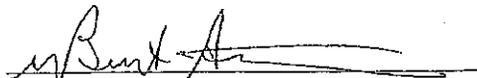
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 96.8 gallons. The lid had a capacity of 3.2 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006 and Z245.60-2006.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-95C

TEST: SLOPE STABILITY

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (10 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Unstable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded lbs)	Front facing upward	Unstable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards since non-movement in three orientations is met.


 A. Brent Strong
 Professor, Manufacturing Engineering Tech.
 Brigham Young University
 265 CTB, Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-95C (3)

TEST: CENTER OF BALANCE POSITION

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

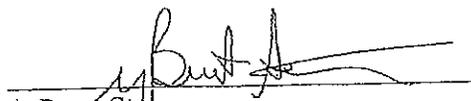
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 35.0 inches

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-95C (3)

TEST: FORCE TO TIP

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

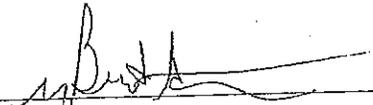
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1E slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2E$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 50.0 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: MSD-95C

TEST: LID TEST

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60 establishes dimensional requirements for the cart.

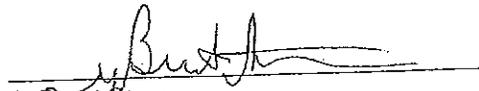
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.


A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD-95C

TEST: DURABILITY DURING PULLING (CURB TEST)

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

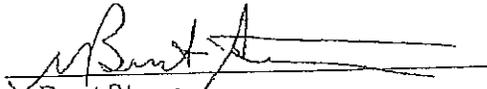
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage.
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance. (Includes cavities 3, 4 and 5)


 A. Brent Strong
 Professor, Manufacturing Engineering Tech
 Brigham Young University
 265 CTB
 Provo, UT 84602

TESTING REPORT

DATE: 26 July 2007
 SUBJECT: Trash carts
 PRODUCT IDENTIFICATION: MSD95-C

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-2006 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance. (Includes cavities 3, 4 and 5, plastic bar and metal bar)



A. Brent Strong
 Professor, Manufacturing Engineering Tech
 Brigham Young University
 265 CTB
 Provo, UT 84602

TESTING REPORT

DATE: 27 March 2006
SUBJECT: Trash carts
TESTING SPONSOR: Otto Environmental Systems
PRODUCT IDENTIFICATION(S):

1. MSD-32C
2. MSD-68C
3. MSD-95C
4. MSD-95M
5. MSD-95C (Duplicate of #3)
6. MSD-35EV
7. MSD-65EV
8. MSD-95EV

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

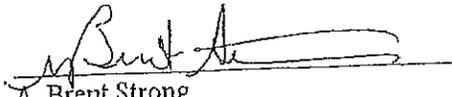
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

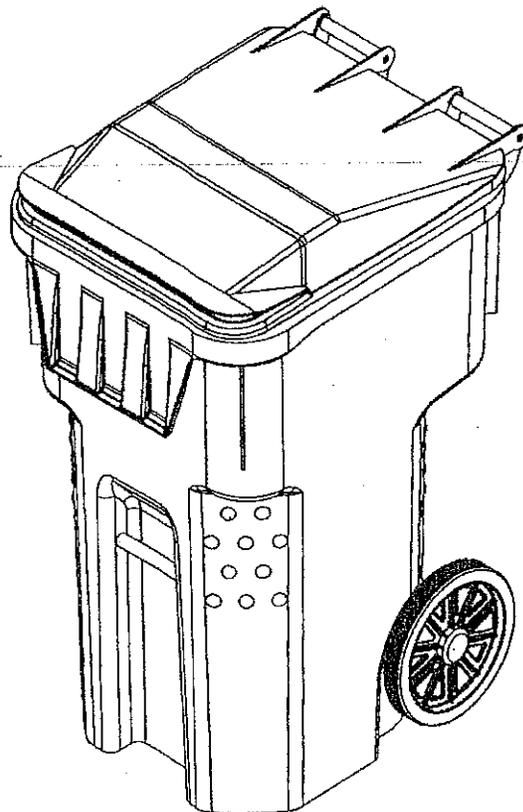
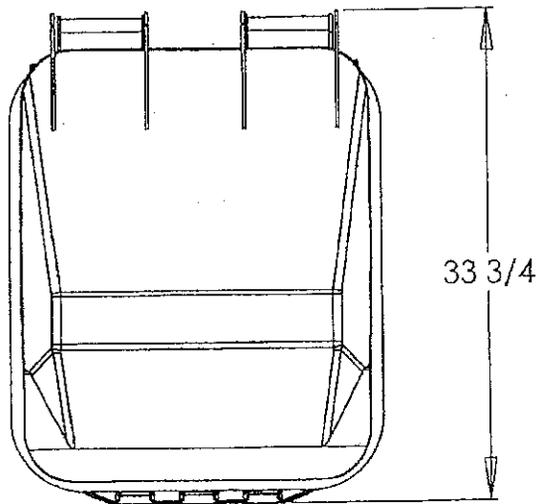
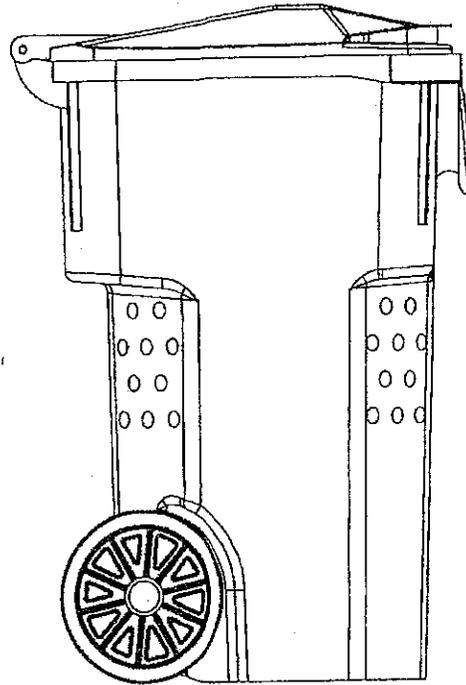
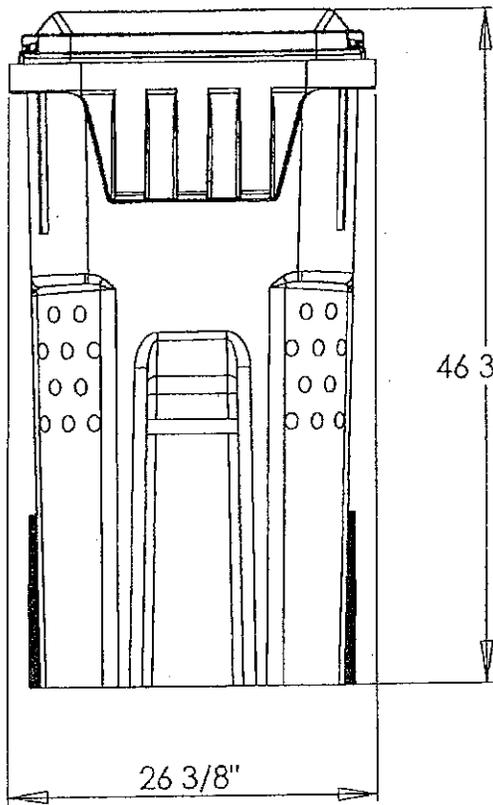
TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No damage
520	No significant damage – cart operates acceptably

SUMMARY: No significant damage was seen in any of the carts tested and so all the carts passed the ANSI Z245.30 and Z245.60 standards for minimum performance.


A. Brent Strong
Professor, Manufacturing Engineering Tech.
Brigham Young University
265 CTB
Provo, UT 84602

95 Gallon Classic Roll-Out Cart



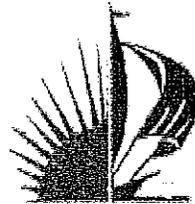
REV. June 2010

This Product is ANSI Compliant

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

623-10869

Semi-Automatic Refuse and Recycling Carts



CITY OF FORT LAUDERDALE

Rick Andrews

954-828-4357

Questionnaire

Please print or type:

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

Company Name: **City of Charlotte**
 Address: **600 E. 4th St., Charlotte, NC 28282**
 Contact Name: **Victoria Johnson, Key Business Executive Director**
 Telephone: **704-336-5674**

Company Name: **City of Savannah**
 Address: **P. O. Box 1027, Savannah, GA 31402**
 Contact Name: **Stephanie Cutter**
 Telephone: **912-651-6581**

Company Name: **City of Tampa**
 Address: **4010 W. Spruce Street, Tampa, FL 33607**
 Contact Name: **Mark Wilfalk**
 Telephone: **813-393-6228**

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

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

4. List appropriate licenses as issued by Broward County.

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

Manufacturing facility 300+ employees
Jim High - Area Sales Manager
Scott Smith - Director of Sales
no subcontractors necessary

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

Otto Environmental Systems is the world's largest producer of two wheeled trash and recycling carts. Otto has been producing containers in Europe for forty years and in North America for twenty-five years.

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

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

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

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

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III. BIDDING AND AWARD PROCEDURES:

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

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

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

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

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

SAMPLE

ATTACHMENT A

AGREEMENT FOR (TITLE)

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

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

WITNESSETH:

I. DOCUMENTS

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

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

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

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

II. SCOPE

The Contractor shall provide to the City the supplies, materials, or equipment under the general direction of the City as set forth in the Contract Documents.

By signing this Agreement, the Contractor represents that he/she or, in the event a business entity, its principals and/or executives, thoroughly reviewed the documents incorporated into this Agreement by reference and that he/she/it fully understands the description of the supplies, materials, or equipment to be provided to the City and agrees to the terms and conditions of the RFP/ITB.

III. TERM OF AGREEMENT

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

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the supplies, materials, or equipment for which the invoices are submitted have been delivered to the City. 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 specify the supplies, materials, or equipment 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 supplies, materials, or equipment delivered to the City in strict compliance with 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. Standard of Care

Contractor represents that he/she/it is qualified to provide the supplies, materials, or equipment specified in this Agreement, and, that Contractor and his/her/its subcontractors, if any, possess current, valid state and/or local licenses necessary to provide the supplies, materials, or equipment.

G. 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.

H. 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.

I. 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.

J. Independent Contractor

Contractor is an independent contractor under this Agreement. 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.

K. Non-Waiver

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.

L. 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 approved by the City. 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.

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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Limitation of Liability

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

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

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. Scrutinized Companies

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

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

Z. Environmental, Health and Safety [WHEN DETERMINED TO BE APPLICABLE IN THE SOLICITATION DOCUMENTS]

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.

AA. Prevailing Wage Requirement

[WHEN DETERMINED TO BE APPLICABLE IN THE SOLICITATION DOCUMENTS]

Contractor shall fully comply with the requirements of Broward County Ordinance 83-72.

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

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

CONTRACTOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

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

(SEAL)

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

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

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

BID/PROPOSAL SIGNATURE PAGE

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

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

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

Submitted by: **Stephen Stradtman**

February 23, 2012

(Authorized signature)

(date)

Name (printed) **Stephen Stradtman**Title:CEO

Company: (Legal Registration) **Otto Environmental Systems (NC), LLC**

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: 12700 General Drive

City: **Charlotte**State:NC Zip: 28273

Telephone No. 800-795-6886FAX No. 704-588-6899Email: sbowling@otto-usa.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30

Payment Terms (section 1.04): **Net 30 days**Total Bid Discount (section 1.05): 1%, 10 days

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

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

Addendum No. Date Issued

1 (questions and answers) February 21, 2012

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

YES

NO

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

Variances: The Otto MSD-32C container has a wall thickness of .145". The width of the MSD-32C is 18.88" and the depth is 22.50". The MSD-95C cart has a width of 26.38" and a depth of 33.62".

revised 11-29-11