

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

692-10175

**SOLID WASTE DUMPSTER AND CART
SERVICE**



Rick Andrews

954-828-4357

Bid 692-10175 SOLID WASTE DUMPSTER AND CART SERVICE

Bid Number 692-10175
Bid Title SOLID WASTE DUMPSTER AND CART SERVICE

Bid Start Date In Held
Bid End Date Jan 7, 2009 2:00:00 PM EST
Question & Answer End Date Dec 29, 2008 5:00:00 PM EST

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

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

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of solid waste and limited bulk trash for City facility locations through the use of Contractor owned dumpsters and carts serviced by Contractor owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

The initial contract term shall commence on March 6, 2009 or date of award, whichever is later, and shall end three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

Item Response Form

Item 692-10175-1-01 - GENERAL SERVICE GARBAGE DUMPSTER DELIVERY, PICKUP AND DISPOSAL
Quantity 1 cubic yard
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1

Description
ENTER AN ALL INCLUSIVE PER CUBIC YARD PRICE FOR DELIVERY, PICKUP AND DISPOSAL OF ANY SIZE GARBAGE DUMPSTER AT LOCATIONS LISTED IN ATTACHMENT A CITY FACILITIES GARBAGE SERVICE SCHEDULE AND THE REQUIREMENTS OF THIS ITB.

Item 692-10175-1-02 - GENERAL SERVICE 96 GALLON GARBAGE CART DELIVERY, PICKUP AND DISPOSAL
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 ENTER AN ALL INCLUSIVE PER CART PRICE FOR DELIVERY, PICKUP AND DISPOSAL OF 96 GALLON GARBAGE CARTS AT LOCATIONS LISTED IN ATTACHMENT A CITY FACILITIES GARBAGE SERVICE SCHEDULE AND THE REQUIREMENTS OF THIS ITB.

Item 692-10175-1-03 - SPECIAL EVENT GARBAGE DUMPSTER DAY TIME - DELIVERY AND PICKUP
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 ENTER A PER EACH PRICE FOR DELIVERY AND PICKUP OF ANY SIZE GARBAGE DUMPSTER TO/FROM VARIOUS SPECIAL EVENT LOCATIONS FROM 7:00 AM TO 5:00 PM AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. DO NOT INCLUDE DISPOSAL COST IN THIS ITEM.

Item 692-10175-1-04 - SPECIAL EVENT GARBAGE DUMPSTER NIGHT TIME - DELIVERY AND PICKUP
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description
 ENTER A PER EACH PRICE FOR DELIVERY AND PICKUP OF ANY SIZE GARBAGE DUMPSTER TO/FROM VARIOUS SPECIAL EVENT LOCATIONS FROM 5:00 PM TO 7:00 AM AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. DO NOT INCLUDE DISPOSAL COST IN THIS ITEM.

Item 692-10175-1-05 - SPECIAL EVENT GARBAGE DUMPSTER DAY TIME - SERVICE
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301

Qty 1

Description

ENTER A PRICE TO SERVICE ANY SIZE DUMPSTER ON LOCATION FROM 7:00 AM TO 5:00 PM AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. DO NOT INCLUDE DISPOSAL COST IN THIS ITEM.

Item 692-10175-1-06 - SPECIAL EVENT GARBAGE DUMPSTER NIGHT TIME - SERVICE
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER A PRICE TO SERVICE ANY SIZE DUMPSTER ON LOCATION FROM 5:00 PM TO 7:00 AM AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. DO NOT INCLUDE DISPOSAL COST IN THIS ITEM.

Item 692-10175-1-07 - SPECIAL EVENT 96 GALLON GARBAGE CART DAY TIME - DELIVERY, PICKUP AND DISPOSAL
 Quantity 1 lot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER A LOT PRICE FOR DELIVERY, PICKUP AND DISPOSAL OF 96 GALLON GARBAGE CARTS IN A LOT OF SIX (6) ON LOCATION FROM 7:00 AM TO 5:00 PM AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. INCLUDE DISPOSAL COST.

Item 692-10175-1-08 - SPECIAL EVENT 96 GALLON GARBAGE CART NIGHT TIME - DELIVERY, PICKUP AND DISPOSAL
 Quantity 1 lot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER A LOT PRICE FOR DELIVERY, PICKUP AND DISPOSAL OF 96 GALLON GARBAGE CARTS IN A LOT OF SIX (6) ON LOCATION FROM 5:00 PM TO 7:00 AM AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. INCLUDE DISPOSAL COST.

Item 692-10175-1-09 - SPECIAL EVENT 96 GALLON GARBAGE CART DAY TIME - SERVICE AND DISPOSAL

Quantity 1 lot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER A LOT PRICE FOR SERVICE AND DISPOSAL OF 96 GALLON GARBAGE CARTS IN A LOT OF SIX (6) ON LOCATION FROM 7:00 AM TO 5:00 PM AS SPECIFIED IN PART II -TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. INCLUDE DISPOSAL COST.

Item 692-10175-1-10 - SPECIAL EVENT 96 GALLON GARBAGE CART NIGHT TIME - SERVICE AND DISPOSAL
 Quantity 1 lot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER A LOT PRICE FOR SERVICE AND DISPOSAL OF 96 GALLON GARBAGE CARTS IN A LOT OF SIX (6) ON LOCATION FROM 5:00 PM TO 7:00 AM AS SPECIFIED IN PART II -TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB. INCLUDE DISPOSAL COST.

Item 692-10175-1-11 - SPECIAL EVENT ADDITIONAL SERVICE CHARGE
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER AN ADDITIONAL SERVICE CHARGE PRICE FOR SPECIAL EVENT SUNDAY DAY SERVICE, HOLIDAY SERVICE AND PROIRITY OR EMERGENCY SERVICE AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB.

Item 692-10175-1-12 - BULK TRASH SERVICE - ON CALL
 Quantity 1 lot
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

ENTER A LOT PRICE FOR ON CALL BULK TRASH COLLECTION AND DISPOSAL IN A LOT OF 1 TO 10 CUBIC YARDS AS SPECIFIED IN PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES PARAGRAPH 2.11 OF THE ITB.

Item	692-10175-1-13 - DISPOSAL COST - SOLID WASTE ONLY
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

ENTER A PER CUBIC YARD COST FOR DISPOSAL OF SOLID WASTE ONLY. THE COST ENTERED MUST BE THE SAME AS INCLUDED IN THE BID ITEMS FOR SERVICE AND DISPOSAL. ANY ALLOWED INCREASE IN THE COST OF DISPOSAL AT BROWARD COUNTY INCINERATORS MAY BE PASSED ON TO THE CITY AS PROVIDED FOR IN PART I - SPECIAL CONDITIONS, PARAGRAPH 1.03 PRICE ADJUSTMENT OF THE ITB.

**INVITATION TO BID (ITB) 692-10175
SOLID WASTE DUMPSTER AND CART SERVICE**

PART I - SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of solid waste and limited bulk trash for City facility locations through the use of Contractor owned dumpsters and carts serviced by Contractor owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02 CONTRACT TERM

The initial contract term shall commence on March 6, 2009 or date of award, whichever is later, and shall end three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

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

1.03. PRICE ADJUSTMENT

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

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

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

The City may, after examination, refuse to accept the adjusted price lists if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be

insufficient. In the event the City does not wish to accept the price adjustments and the matter cannot be resolved to the satisfaction of the City the contract may be cancelled by the City with thirty (30) days written notice to the Contractor.

1.04 SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) as listed in Attachment A prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.05. MONTHLY INVOICING

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

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

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

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

1.08. INFORMATION OR CLARIFICATION

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

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

1.09. ELIGIBILITY

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

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

1.10. ADDITIONAL ITEMS / DUTIES

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

1.11. PUBLIC ENTITY CRIMES

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

1.12. INSURANCE

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

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

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

Commercial General Liability Insurance

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

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

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

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

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

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

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

Certificate holder should be addressed as follows:

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

1.13. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

1.14. LOBBYING ACTIVITIES

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

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

1.15. GENERAL CONDITIONS

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

1.16. NO EXCLUSIVE CONTRACT

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

1.17. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform to the City's satisfaction in accordance with the requirements of the contract.

Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all

specifications, terms and conditions contained in the contract. Any service test period shall be included in the duration of the initial term of the contract.

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

1.18 CONTRACT COORDINATOR

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

Liaison with Contractor.

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

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

Conduct weekly informational meetings with Route Supervisor

1.19 CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

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

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

1.20 PERMITS, TAXES, LICENSES, FRANCHISE FEES

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

http://www.municode.com/resources/ClientCode_List.asp?cn=Fort%20Lauderdale&sid=9&cid=2247

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

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

A City Occupational License is required if place of business or office is located within the City limits. The fee is based on capacity weight of the truck. Broward County requires an occupational license and the fee is based on the number of owners and employees of the company.

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

Franchise FEE of 17% shall apply to gross receipts and will be payable to the City as prescribed in Chapter 24 Code of Ordinances City of Fort Lauderdale. City franchise fees are not to be included in the bid price, refer to Section 2.13 of PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES of this ITB.

1.21. BIDSYNCH

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

1.22. BID TABULATIONS / INTENT TO AWARD

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

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01. DEFINITIONS

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

Special Events - events that a last few hours to several days in duration, requiring weekday, weekend, holidays and after hours night service, and not included as part of regular scheduled monthly service

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

Service – when the dumpster container or 96-gallon cart is emptied and the solid waste content destined for a disposal facility; when bulk trash is collected and transported to disposal facility.

2.02. PERFORMANCE BY THE CONTRACTOR

The Contractor shall collect and dispose of solid waste and limited bulk trash from various City Departments and facilities. Collections are to be made from bulk containers or dumpsters (2, 3, 4, 6 or 8 cubic yards in size) by use of front-end loader trucks. 96-gallon carts shall also be used. Container lease and maintenance charges, if any, must be included as an integral part of the collection cost per cubic yard and per cart.

Attachment A is a list indicating location, number, size of containers, etc. to be serviced. Locations, sizes of containers and frequency of pickup listings are estimates only, actual service levels could be different due to the changing nature/volume of solid waste generated. The Collection Cost per cubic

yard, Disposal Cost per cubic yard, Total Cost per cubic yard and Cart Costs must be the same for every location.

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

For billing purposes the "effective date" for services & charges (start and stop) will be determined by the Contract Administrator. Contract costs shall remain the same regardless of increases or decreases in service.

2.03. COMPLAINTS

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

2.04. MISSED COLLECTIONS

In the event that individual units are missed during the regular collection route, the Contractor shall have all solid waste collected from the missed units within twelve hours after he is called or otherwise notified. If the Contractor fails to collect from the missed units within twelve hours of regularly scheduled collection (except in case of emergencies) or otherwise fails to comply with any of the terms, conditions and specifications of this contract, the City may, with its own forces or others, cause the solid waste to be collected or otherwise perform specified services and charge the cost of performance including overhead to the Contractor by deducting said cost from the monthly invoice.

2.05. HOURS / DAYS OF OPERATION

Collections shall be made with a minimum of noise and disturbance generally between the hours of 7:00 am and 6:00 pm. The City Contract Coordinator must approve changes to these hours.

Delivery and Collection will be provided Monday - Saturday.

Holidays: collection shall be provided on all holidays excluding Christmas Day, which will have a makeup day (if scheduled) one day before or one day after Christmas Day in order to maintain the service frequency for monthly billing purposes.

If regular service is requested on Christmas Day, the Special Event Service charge will apply.

2.06. CONTAINER LOCATION / SIZE / FREQUENCY OF SERVICE

- See Attachment A
- Garbage service at City Facilities.
- Special Event Service is provided on "as needed" basis.
- Bulk Trash Service is provided on "as needed" basis.

2.07. SPILLAGE AND LITTER

The Contractor shall not litter premises in the process of making collections and shall report any unsanitary conditions of premises, spillage, litter and/or overflow situations to the Contract Coordinator. During hauling, all solid waste and recyclables shall be contained, and/or enclosed so that leaking, spilling or blowing of material is prevented. The Contractor shall promptly clean up any spillage, including hydraulic fluids, oils, etc that results from his operation. Contractor shall report to the Contract

Coordinator any location that is continuously overflowing with material or not using the provided containers properly so remedial action can be implemented.

2.08. COLLECTION AND DISPOSAL OF SOLID WASTE

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

TYPES OF MATERIAL:

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

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

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

DISPOSAL SITES:

- The following disposal sites have been approved for Processable Waste:

Wheelabrator North Plant: 2600 NW 48th Street Pompano Beach, Florida 33073

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

*Note Contractor pays disposal fee at this location.

- The following disposal site has been approved for Bulk Trash Material:

Any licensed facility accepting Bulk Trash Material.

*Note Contractor pays disposal fee at this location.

2.09. CHANGES IN SERVICE LEVEL / REQUEST FOR SERVICE

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

2.10. TRUCKS AND BULK CONTAINERS (DUMPSTERS & 96-GALLON WHEELED CARTS)

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

Trucks – Dumpsters – Carts -must display the company's name and phone number

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

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

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

Containers must be returned to the original storage location and carts in the upright position

Driver may have to walk, roll and pull dumpsters or carts to truck in order to service locations.

Lids must be operable, above average in appearance and closed.

2.11. DELIVERIES AND SERVICE

A. General Service & Delivery / Pickup: Containers will be delivered or picked up within 72 hours of City request Monday – Saturday (6 days) to sites approved by the city. There will be no additional charge for delivery and pickup for a dumpster (regardless of size) or 96-gallon garbage cart if service is scheduled for more than 30 days. Service frequency and quantities is provided in Attachment A. Days of service will be scheduled to meet the City's needs. Regular contract pricing applies.

Contractor will provide all-inclusive price by cubic yard for Garbage Dumpster service and disposal.
Contractor will provide all-inclusive price by cart for 96-gallon Garbage Cart service and disposal.

SPECIAL EVENT SERVICES

A. Special Events: Sunday-Saturday (7 days) for service covering less than 30 days.

GARBAGE DUMPSTER

Contractor shall provide a price for the delivery & pickup of garbage dumpster regardless of size. Contract cubic yard rate to be added when emptied based on size of dumpster.

1. Contractor will provide a price for the delivery & pickup of dumpster:

Day Service 7:00am - 5:00pm

Night Service 5:00pm - 7:00am

2. Contractor will provide a price to service dumpster not including cubic yard rate:

Day Service 7:00am - 5:00pm

Night Service 5:00pm - 7:00am

The contracted cubic yard rate will be an additional charge added to the total cost for empty & disposal service based on the size of dumpster.

GARBAGE CART

Contractor shall provide a price for the delivery, pickup & disposal of 96-gallon garbage carts in lots of six.

3. Contractor will provide a price for delivery, pickup & disposal:

Day Service 7:00am - 5:00pm

Night Service 5:00pm - 7:00am

*When Day Service and Night Service are scheduled for a single event then the higher rate shall apply. Example: Night Service rate will apply when the Contractor delivers carts on Friday afternoon 1:00pm and picks up 6:00am on Saturday.

Contractor will provide a price to service & dispose of garbage in 96-gallon garbage carts in lots of six if service is required for events lasting longer than one-day duration.

4. Contractor will provide a price to service & disposal:

Day Service 7:00am – 5:00pm

Night Service 5:00pm – 7:00am

ADDITIONAL SPECIAL EVENT SERVICE CHARGE

Day Service rate is considered Monday- Saturday (excluding Holidays) 7:00am – 5:00pm. and included in the above listed services prices.

Night Service rate is considered Monday-Saturday (after hours) 5:00pm -7:00am.

Sunday Service rate is considered after hours.

Holidays: New Years Day, Memorial Day, Forth of July Day, Labor Day, Thanksgiving Day, Christmas Day.

Priority or Emergency service is the delivery, pickup or service (empty) of a dumpster or cart(s) within 2 hours of notification. (In the event that the Contractor fails to provide service within 2

hours Service Charge shall not apply)

Code Enforcement services on an as needed basis. Contractor agrees to service a competitor company's container at the City's request. Service charge and cubic yard rate herein shall apply.

An additional Service Charge will apply for dumpster or cart service per dispatch or mobilization:

Example single dispatch...deliver container
 Example single dispatch...empty container
 Example single dispatch...pick-up container

It is recommended that the Service Charge be calculated on a 3-hour operating window. Example: 3 hour Labor call-in pay, drive to job site, deliver, pick-up, or service container, drive to disposal facility, and return to yard. When there is an occurrence that multiple containers have been ordered and service is required under this special event service charge provision, the Service Charge may be applied for each dumpster or carts in lots of (6) six.

*The majority of dumpster and cart use is intended to be under General Terms & Conditions. However, based on the City's needs, the Contractor agrees to provide service when requested and the City agrees to pay the Contractor an additional Service Charge in addition to the General Service contracted rate. Below is an example of previous uses:

Air & Sea Show	6	dumpsters serviced 2 days @4:00am 1 time per year
Carts		new service
Christmas Day	0	
Miscellaneous	1-2	dumpsters per month
New Years Eve	12	dumpsters with New Years Day service / removal
Priority Service	1	dumpster year / disaster, fire, etc

Contractor will provide an additional Service Charge price for Special Event Sunday Day service, Holiday service (for days recognized above) and Priority or Emergency service.

BULK TRASH SERVICE

A. Bulk Trash Service (On Call)

From time to time a City location may have a need to dispose of white goods or bulk trash. Contractor will provide a price for collection & disposal of 1-10 cubic yards. Estimated Quantities 0-2 calls a month.

2.12. BUSINESS PLAN

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

- A. Equipment Inventory: Submit a listing of your equipment and include, but not limited to; make, body type, size, chassis model, year, condition and whether owned or leased.
- B. Business References: List a minimum of three business references and include; name, type of business, address, owner and telephone number.
- C. Cancellation/Termination of Contracts: List any leases and/or contracts for the collection and disposal of solid waste held by your organization that have ever been cancelled or terminated before the end of the contract term by either party. Include the municipality or business name, location and circumstances.
- D. Personnel Qualifications: List your personnel qualifications and include; name of the person who will perform contract services, position, qualifications and years experience.
- E. Operational Experience: List your operational experience for both municipality and non-

- municipality service. Include the municipality or business identity, period of operation, name of an officer of the organization whom the City may contact and telephone number.
- F. Facilities: Describe your facilities and location including maintenance operations. Include the number of personnel assigned each type of operation, number of personnel assigned 24-hour service, radio dispatch system and any backup equipment if not previously listed.
 - G. Additional Information: If you have additional information that will assist the City in evaluating your bid, submit with your bid proposal as a separate attachment.

2.13. FRANCHISE FEES

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

http://www.municode.com/resources/ClientCode_List.asp?cn=Fort%20Lauderdale&sid=9&cid=2247

Attachment A City Facilities Garbage Service Schedule							
		Garbage Container Inventory					
BUILDING NAME	ADDRESS	Number of Dumpsters (Garbage)	Size of Dumpster (Cu Yd)	Frequency of Service Weekly	Number of Carts (Garbage)	Size of Carts (Gallons)	Frequency of Service Weekly
Beach Community Center, Park	3351 NE 33rd AV	1	4	1			
Building Services Center/ One Stop Shop	700 NW 19th AV	1	6	2			
Central Maintenance Shop	4250 NW 10th AV	1	4	2			
City Hall	100 N. Andrews AV	1	8	3			
City Hall Annex (Survey Crew 200 NW 1 AV)	301 N. Andrews AV				2	96	1
City Park Mall Shops	124 SE 1st ST	1	8	3			
Coast Guard Auxiliary	601 Seabreeze Blvd	1	4	1			
Cooley's Landing Admin. / Bath House	450 SW 7th AV	1	8	1			
Executive Airport - Administration Building	6000 NW 56th ST	1	2	2			
Executive Airport - Customs Bldg. (Included w/ Admin)	1601 NW 56th ST	1	4	2			
Executive Airport - Police Hanger	5505 E. Perimeter RD	1	4	2			
Fire Prevention Bureau	2002 NE 16th ST				3	96	2
Fire Station / Administration / FS 2 & 8	528 NW 2nd ST	1	3	2	2	96	2
Fire Station No. 03	2801 SW 4th AV				2	96	2
Fire Station No. 13	2871 E Sunrise Blvd	1	2	2			
Fire Station No. 29	2002 NE 16th ST				4	96	2
Fire Station No. 35	1841 E. Commercial Blvd				3	96	2
Fire Station No. 46	1121 NW 9th AV				3	96	2
Fire Station No. 47	1000 SW 27 AV	1	8	2			
Fire Station No. 49	1015 Seabreeze Blvd						
Fire Station No. 53	5555 NW 23rd AV						
Fire Station No. 53 NEW	2200 Executive Airport Way	1	6	1			
Fire Station No. 54	3200 NE 32nd ST				4	96	2
Floyd Hull Morton Act. Ctr & Concession	2800 SW 8th AV	1	8	2			
ISHOF Bathhouse & Training Facility (South)	501 Seabreeze Blvd	1	8	3			
Las Olas Beach Parking Lot		2	8	5			
Mizell Center	1409 NW 6th ST	1	6	2			
Park, Bass - Pool House	2750 NW 19th ST	1	6	3			
Park, Carter - Concession / PressBox	1450 W. Sunrise Blvd	2	8	2			
Park, Croissant - Community Center	245 West Park DR	1	2	5			
Park, Holiday - Activity Center	700 N. Federal Hwy	1	8	3			
Park, Holiday - Social Center	700 N. Federal Hwy	1	8	3			
Park, Holiday - W.M. Audit. Office	800 NE 8th ST	2	8	4			
Park, Lauderdale Manors - Pool Bldg.	1340 Chateau Park DR	1	8	4			
Park, Osswald	2220 NW 21st AV	2	6	3			
Park, Warfield - Recreation	1000 N Andrews AV	1	4	4			
Park, Parks & Rec. Administration	1350 W Broward Blvd	1	8	3			
Plant, Fertilizer - Maintenance Shop	441 & State RD 84	2	6	1			
Public Works/Utilities - Administration Bldg.	949 NW 38th ST	1	8	3			
Plant, Peele Dixie - Main Bldg.	1500 South State RD 7	1	2	2			
Police- Administration (shares w/ Fire)	1350 Broward Blvd	1	8	7			
Police Harbor Patrol & Bathrooms	1784 SE 15th ST	1	6	1			
Police Horse Barn	Holiday Park	1	8	3			

Attachment A City Facilities Garbage Service Schedule, Continued

Police Organized Crime	101 N. Andrews AV	1	4	1			
Pub.Works Comp., Bldg. 3, 4A, 4B, Gen. Services	220 SW 14th AV	2	8	2			
Pub.Works Comp., Garage	220 SW 14th AV	2	8	2			
Records Center - Print Shop	401 SE 21st ST	1	2	1			
South Beach Parking Lot	600 Seabreeze Blvd	4	6	5			
Stadium Administration Bldg. Lockhart	5301 NW 12th AV	1	8	2			
Trash Transfer Station - Office / Storage Bldg.	2101 NW 6th ST	1	6	2			

**INVITATION TO BID (ITB) 692-10175
DUMPSTER SERVICE**

PART III – QUESTIONNAIRE

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

Do you have Workman's Compensation Insurance? Yes

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

Did you attach Business Plan with complete information (refer to section 2.12 Business Plan of ITB Part II Technical Specifications) Yes

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

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

Provide three (3) Municipal or Business References.

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

2)

3)

Bidder Name: Authorized Signature

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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

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

**City of Fort Lauderdale
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

Pakistani and East Indian.

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

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

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

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

PART III BIDDING AND AWARD PROCEDURES:

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

- property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

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

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

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

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

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

BID/PROPOSAL SIGNATURE PAGE

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

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

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by (signature) (date)

Name (printed) Title:

Company: (Legal Registration)

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

Address:
City: State:
Zip:

Telephone No. FAX No.

E-MAIL:

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

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

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

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

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

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

Variances:



revised 11-12-08

Question and Answers for Bid #692-10175 - SOLID WASTE DUMPSTER AND CART SERVICE

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.