

Solicitation 462-9235
Special Event Clean-up Services (Annual Contract)

City of Fort Lauderdale

Bid 462-9235 Special Event Clean-up Services (Annual Contract)

Bid Number 462-9235
Bid Title Special Event Clean-up Services (Annual Contract)

Bid Start Date Oct 18, 2005 4:20:18 PM EDT
Bid End Date Nov 16, 2005 2:00:00 PM EST

Bid Contact David E. Nash
 Procurement Specialist II
 Public Works/Building Services
 954-828-7816
 dnash@fortlauderdale.gov

Contract Duration 1 year
Contract Renewal 4 annual renewals
Prices Good for Not Applicable
Pre-Bid Conference Nov 1, 2005 10:30:00 AM EST
 Location: Engineering Conference Room
 City Hall, 4th Floor
 100 N. Andrews Ave.
 Ft. Lauderdale, FL 33301

Bid Comments **The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide management services, supervision and labor in collecting and disposing of recyclables, garbage, trash and litter from special events scheduled or coordinated by various City departments in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB). Bidders must quote on all items listed in order to be considered for award.**

For information concerning procedures for responding to this ITB, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information of a technical nature, contact Solid Waste Superintendent Greg Slagle at (954) 828-5341 or gslagle@fortlauderdale.gov. Such contact is to be for clarification purposes only. It is preferred that all questions be submitted through the RFPDepot website. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

Beginning April 1, 2005, the City of Fort Lauderdale will use RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to Vendors/Contractors to register and participate in this solicitation. However, vendor(s) agree to pay to RFP Depot a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services awarded to the vendor unless stated otherwise in the bid document. To assure that all vendors are treated equally, the fee will be payable by the awarded vendor/contractor regardless of whether the bid/proposal is submitted electronically or by paper means. Refer to www.rfpdepot.com for further information.

Item Response Form

Item	Management Employee	
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM

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

Description
 One (1) employee needed per event. State hourly charge per employee. See complete Scope of Services.

Item Skilled Laborer		
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
Skilled Laborer		

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

Description
 One (1) to five (5) employees needed per event. State hourly charge per employee. See complete Scope of Services.

Item General Laborer		
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
General Laborer		

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

Description
 One (1) to fifty (50) employees needed per event. State hourly charge per employee. See complete Scope of Services.

Item Required Equipment - Vehicle		
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
Required Equipment - Vehicle		

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

Description
 Pick-up or other work truck. State charge per vehicle hour. See Scope of Services.

Item Optional Equipment - Golf Cart		
	Hourly Charge/Regular Shift/7:01 AM -	Hourly Charge/Night Shift/12:01 AM -

	12:00 AM	7:00 AM
Optional Equipment - Golf Cart		

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

Description

To be ordered as needed to work at event sites. State charge per vehicle hour. See Scope of Services.

Optional Equipment - Dump Truck		
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
Optional Equipment - Dump Truck		

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

Description

To be ordered as needed to work at event sites to haul trash and/or sand. State charge per vehicle hour. See Scope of Services.

Optional Equipment - Bobcat with bucket		
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
Optional Equipment - Bobcat with bucket		

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

Description

To be ordered as needed to work at event sites to load trash and/or sand. State charge per vehicle hour. See Scope of Services.

Optional Equipment - Loader with bucket		
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
Optional Equipment - Loader with bucket		

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

Fort Lauderdale FL 33301
Qty 1

Description

To be ordered as needed to work at event sites to load trash and/or sand. State charge per vehicle hour. See Scope of Services.

Item	Optional Equipment - Forklift truck (10,000 lbs.)	
	Hourly Charge/Regular Shift/7:01 AM - 12:00 AM	Hourly Charge/Night Shift/12:01 AM - 7:00 AM
Optional Equipment - Forklift truck (10,000 lbs.)		

Delivery Location

City of Fort Lauderdale

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

To be ordered as needed to work at event sites to lift heavy items. State charge per vehicle hour. See Scope of Services.

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.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. 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 his bid and the prices quoted in his 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

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, 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 Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated

in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Division 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 him 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; 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.
- 3.15 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.

- 3.16 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.

- 3.17 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 his 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:
- Bidder's 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 Occupational 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 he 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, he will, if he 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 attorney 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, 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 one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on 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 to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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 state 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 Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Part I – Special Conditions

Transaction Fees

Beginning April 1, 2005, the City of Fort Lauderdale will use RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to Vendors/Contractors to register and participate in this solicitation. However, vendor(s) agree to pay to RFP Depot a transaction fee of one percent (1%) of the total awarded amount (2% on aggregated bids) of all contracts for goods and/or services awarded to the vendor unless stated otherwise in the bid document. To assure that all vendors are treated equally, the fee will be payable by the awarded vendor/contractor regardless of whether the bid/proposal is submitted electronically or by paper means. Refer to www.rfpdepot.com for further information.

1.01. Purpose

The Public Works Department Sanitation Division is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to **provide management services, supervision and labor in collecting and disposing of recyclables, garbage, trash and litter from special events** scheduled or coordinated by various City departments in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information concerning the technical specifications or scope of services, contact Superintendent Greg Slagle at (954) 828-5341 or gslagle@fortlauderdale.gov. Such contact shall be for clarification purposes only. It is preferred that all questions be submitted through the RFP Depot website (www.rfpdepot.com). Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

1.03 Questions and Addenda

Any questions that bidders wish to have addressed and which might require an addendum should be submitted through the RFP Depot website in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued.

1.04. Pre-Bid Conference

There will be a per-bid conference on November 1, 2005 at 10:30 AM in the 4th Floor Conference Room of City Hall, located at 100 North Andrews Avenue Fort Lauderdale, Florida 33301.

The purpose of the meeting will be to discuss the requirements of the bid and answer any questions potential bidders may have about the scope of services.

While the meeting is not mandatory, it is recommended that bidders become familiar with the types of events the City is proposing and, if necessary, inspect the locations where previous events have been held prior to submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

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1.05. Competency of Bidders

The Bidder must prove to the satisfaction of the City that the Bidding Entity has the experience, equipment and financial strength to satisfactorily perform under this contract.

Bidder shall submit a detailed business plan providing information on principal's experience, available equipment, and past or present contracts verifying magnitude of expenditures including three (3) references, preferably from current contracts.

1.06. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services attached. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.07. Contract Term

The initial contract term is for one (1) year and is expected to begin on or about December 1, 2005. The City reserves the right to extend the contract for four (4) additional one year terms, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

In the event that 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.

1.08 Service Test Period

Prior to awarding this contract, the City may require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and to the City's satisfaction. Such test period can be from 30 to 90 days and will be conducted under all terms, conditions and specifications contained in this ITB. A performance evaluation 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 one.

1.09. Price

Bidder will quote a firm, fixed cost per hour for each employee category listed, as well as per hour of vehicle usage. Pricing shall be all-inclusive to include employee compensation, insurance, uniforms, transportation, fuel, etc. The City will only pay the hourly rate quoted and no additional charges, other than the mark-up shown for mutually agreed upon additional materials and supplies.

1.10. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years 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

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percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. 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 cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. 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.

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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.11. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City. **Bidders must bid on all items listed in order to be awarded the contract.** The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. This contract may be awarded to multiple qualified Contractors based on the number of respondents. It is anticipated that an award will be made within 30 days of bid opening. Approximately ten (10) days after bid opening, the bid tab may be viewed at www.fortlauderdale.gov/purchasing/index.htm.

1.12. Insurance

The Contractor shall furnish proof of Workers' 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 Commercial 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 phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

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.

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- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction 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)

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

In the event that you are the successful proposer, you will be required to provide a Certificate naming the City as an "Additional Insured" for both General Liability and Automobile.

1.13. Selling, Transferring or Assigning Contract

No contract awarded under these term, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.

1.14. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding 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.ci.fort-lauderdale.fl.us/documents/index.htm>

1.15. General Conditions

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

PART II - Technical Specification/Scope of Service

2.01 General Information

Throughout the year, public and private events take place resulting in the need for clean-up services. Some of these events include the annual Air & Sea show held on Fort Lauderdale beach; various festival gatherings; the 4th of July; Saint Patrick's Day; and other types of large and small social events. Most of these events are pre-planned. However, some services may be unscheduled, requiring a call-out response. Services may also include assisting in neighborhood clean-ups, shoveling beach sand from curbs along the street or median after a storm, clean-ups of City Entertainment Districts and other various tasks that require additional resources in order for City crews to complete assignments.

The services of the City approved Contractor may also be recommended to private event organizers who lack the expertise or resources needed to manage special event clean-up. If the Contractor(s)

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choose to accept the referral, they and the event organizer shall establish a separate service agreement and payment plan. The City shall be held harmless and not be a party to any such agreement.

2.03 Intent

The City's goal is to establish hourly pricing with a qualified Contractor(s) for Management Services, Skilled Labor, General Labor and Equipment to be used for special events or special projects that occur from time to time throughout the year. City Staff and the Contractor shall work closely together planning each event to develop service levels and appropriate resources to complete the task or assignment. This service contract will be available for use by any City department to assist in achieving desired goals and objectives

2.02 Types of Labor Resources Required

- A. Management Services - This is responsible, administrative, managerial and technical work of more than average difficulty planning, directing, and controlling the safe and efficient clean up operation of a special event or special project. This employee would exercise considerable initiative and independent judgment in the performance of work assignments. This position would be used for events where additional management assistance is required such as attending informational meetings, developing operational plans, site layout, tracking specific information, preparing reports, and to direct and control services on site during the event. The hourly rate bid shall include the use of a cellular phone and transportation.

NOTE: Up to one (1) hour of general management planning service per event shall be included at no additional cost to the City in order to identify required resources and place an order with the Contractor.

B. Skilled Labor -

1. Supervisor/Lead Worker - responsible to lead a crew in the field effectively and efficiently to successfully complete tasks and assignments as scheduled. May perform other duties as assigned including general labor tasks. Must have cellular phone/radio for communications.
2. Equipment Operator - this is skilled work of average difficulty performing duties such as truck driver, bobcat operator, equipment operator, traffic control (Flagger) and Commercial Drivers License (CDL) operators. May perform other duties as assigned including general labor tasks. Must have cellular phone/radio for communications.

- C. General Laborer - this is unskilled and limited semi-skilled manual work performing light and heavy manual labor cleaning and maintaining grounds, buildings, streets and sidewalks. Employee, collects and bags garbage and trash, removes miscellaneous debris or litter, empties trash receptacles, shovels sand, sweeps, rakes, mops. Operates light trucks (pick up) and uses hand tools, gas blower, weed eater, along with variety of other general duties as assigned.

NOTE: Hourly Labor rates shall include vehicle transportation to and from job site.

2.03 Uniform/Identification

- A. Contractor shall provide employees with a work shirt displaying the company name and phone number. Color coordinated sun caps shall also be provided to identify employees in a crowd or along the public street. Contractor shall supply personal safety vests when required. Employee photo identification badges shall be supplied if required. The City may issue special event credentials and the Contractor shall insure that each employee wears the identification during working hours for site access and security purposes.

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- B. Vehicles – Contractor may be required to supply magnetic signs or dashboard displays with company name and phone number for each vehicle on the job site. The City may supply special credentials to hang from the vehicle's rear view mirror for access to the work location, special parking or security purposes.
- C. The City shall reimburse the Contractor for any reasonable expenses incurred in obtaining special employee photo identification or special vehicle identification items or other special or unique needs that are required for the event (including labor, if applicable.) The reimbursement will also include the percentage mark-up discussed in paragraph 2.05 below.

2.04 Equipment Requirements

- A. Contractor shall include basic transportation to and from job site for employees in the hourly rate.
- B. If the Contractor is required to furnish a pick-up truck or work truck as "essential equipment" to perform requested services, the City will pay the hourly equipment rate plus travel time. Travel time is a maximum of one hour round trip.
- C. Carpooling and sharing of vehicles shall be required for maximum efficiency and to reduce costs.
- D. On the attached Questionnaire, the City has listed optional equipment that may be needed from time to time. The equipment may be contractor owned or rented. If they can provide this equipment, Proposers shall indicate per hour charges where indicated. The City has the option of paying the Contractor's hourly rate, renting the equipment elsewhere or furnishing city owned equipment as needed for each event.
- E. Hourly rates quoted for any equipment shall be all-inclusive and include as a minimum the services of a driver/operator, as well as delivery & pickup. The City will not pay any additional mobilization charges. In the event that the equipment is rented or the service is subcontracted, the Contractor may invoice the City the actual cost plus their stated percentage (%) markup, with prior authorization by the City,
- F. Required equipment: (contractor owned, subcontracted or rented)
Pickup Truck or other type of work truck – for trash bag collection
- G. Additional optional equipment: (contractor owned, subcontracted or rented)
Golf Cart – to work event sites
Dump Truck - to haul trash or sand
Bob Cat with bucket - to load trash or sand
Loader with bucket - to load trash or sand
Lift Truck (10,000 lbs) - to lift heavy items

2.05 Materials & Supplies

- A. The Contractor shall supply rakes, brooms, shovels, trash bags, gas blower, gloves, safety vests, traffic flags, traffic cones (maximum of 6), and other basic miscellaneous materials, tools and supplies to equip employees in order to complete basic tasks and assignments at no cost to the City.
- B. In the event that additional materials or supplies are required, **and the City and Contractor have agreed in advance**, the Contractor shall purchase or rent the item(s) and add a percentage (%) markup to their cost. This mark up shall be stated as part of the bid response.

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- C. If the Contractor can supply a required item(s) from personal inventory, and the cost to the City is the same or lower than to purchase or rent it, the City, at its option, shall pay the Contractor's cost plus percentage (%) markup for the item(s).
- D. All costs shall be fully documented by the Contractor. The City reserves the right to provide materials and supplies at its own expense.

2.06 Disposal

- A. It is anticipated that most debris will be collected by hand and placed into a garbage bag or recycling bin and larger items placed directly into the bed of a pickup truck. Contractor shall transport and dispose of debris in City supplied dumpsters at predetermined city locations at no additional cost to the City. The City shall pay all disposal costs directly.
- B. Some events may require onsite dumpsters. The City may supply the dumpster or the Contractor shall order and pay for container service. In the event the Contractor orders the dumpsters, with prior City approval, the Contractor may invoice for the container and disposal costs, including the percentage markup offered under materials and supplies.
- C. In the event the Contractor is required to take the material directly to a disposal facility and pay a fee, with prior City approval, the Contractor may invoice for the disposal cost, including the percentage (%) markup offered in the bid. City shall also pay for (hourly time) labor and vehicle charges to and from this disposal destination. This time shall be limited to a total of two hours round trip.
- D. The Contractor shall supply documentation to support all costs.

2.07 Authorized Charges

The City shall pay the hourly charges as agreed during pre-event planning for the services ordered. Contractor shall submit invoice(s) directly to the contracting department for each event upon completion of services. Supporting documentation shall be attached for all approved percentage (%) markup items requested by the City.

- A. Generally speaking, hourly charges are all-inclusive and there shall be no additional travel time or mobilization charges paid.
- B. In those instances where travel time for labor and equipment may need to be considered, the City must approve the charges and the following will apply:
 - 30 minutes from shop to job site
 - 30 minutes from job site to shop
- C. Contractor shall not purchase, rent or lease any materials, equipment, supplies, or add additional labor or perform additional services **without prior approval of the City.**
- D. In the case of event overruns caused by a rain delay, larger crowds, or unexpected changes on the job site upon arrival, etc., **the City must approve any additional time and charges.** The City shall be under no obligation to pay the Contractor extra time due to the Contractor's actions or problems, equipment breakdown, labor no show, etc. The Contractor shall make every effort to remain within the budgeted plan previously approved by the City.
- E. In the case of event cancellation, the City shall notify the Contractor that services will not be required. If notice is given at least 24 hours in advance of the agreed start time, the City will incur

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no charges other than for any rental equipment, materials and supplies, management services or other costs incurred on behalf of the City that cannot be cancelled or returned. The latter sentence does not apply to Contractor owned supplies and equipment.

- F. The Contractor shall exercise due diligence to protect the City from unnecessary charges and expenses. If the Contractor determines that resources ordered are no longer needed at the event or job site due to changing conditions, every effort to limit such costs and expense shall be taken by completing the service early or sending labor home ahead of time. **These actions will only be taken with prior approval of the City.**
- G. For services provided on any of the holidays listed below in paragraph 2.08B, the City will pay at the rate of time and a half per employee and/or piece of equipment utilized by the Contractor and approved by the City. If company policy does not recognize a listed holiday, then payment will be at the normal hourly rate.

2.08 Days of Service

- A. Service shall be performed Monday - Friday, Saturday & Sunday, and on City recognized holidays
- B. City Recognized Holidays (9) include: New Years Day (January 1), Martin Luther Kings Birthday (Third Monday in January), Memorial Day (Last Monday in May), Independence Day (July 4th), Labor Day (First Monday in September), Veterans Day (November 11th), Thanksgiving Day (Fourth Thursday in November), Day Following Thanksgiving, Christmas Day (December 25th). For holidays that fall on a Saturday the City observes the preceding Friday as a holiday. For holidays that fall on a Sunday, the City observes the following Monday.

2.09 Hours of Service

Regular Shift - 7:01am – 12:00 am Midnight
Night Shift – 12:01 am Midnight – 7:00am

2.11. Warranty of Usage

This is a revised concept from a previous contract for festival clean-up services that the City is trying to establish. The past usage data is primarily from stadium cleanings and is not applicable. Any quantities listed herein are furnished for tabulation purposes only. For example, the City is using an amount of \$1500 for materials and supplies to which the bidder will apply their percentage mark-up for tabulation purposes. No warranty is given or implied that this is the exact quantity of items or services that will be needed. The contractor is expected to fulfill the City's needs as they arise.

2.12. Damage to Public or Private Property

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

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GENERAL QUESTIONNAIRE

BIDDER NAME: _____

Complete the following:

Contact Name: _____ Phone: _____

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

_____ Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank)

Total Bid Discount (Section 1.04 of General Conditions): _____

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes No _____ Other

State or reference any variances (section 1.06 of General Conditions):

1. Do you meet the competency requirements of paragraph 1.05 of the Special Conditions?

Yes No

2. Do you have the financial and operational resources to perform services as requested?

Yes No

3. Number of years experience the bidder has had in providing similar services:

_____ Years

4. Describe the last project of this nature that you completed

--

5. 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: _____

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

--

7. Have you attached a detailed business plan per paragraph 1.04 of the Special Conditions?

Yes No

8. Please state any minimum number of hours of use for optional equipment. If spaces are left blank, there is assumed to be no minimum.

a. Golf Cart _____ hours

b. Dump Truck _____ hours

c. Bob Cat with bucket _____ hours

d. Loader with bucket _____ hours

e. Fork Lift Truck (10,000 lbs) _____ hours

9. State the percentage mark-up for materials and supplies (Ref. Para 2.05B). The City is estimating an expenditure of \$1500 for these items and the bidder's percentage will be applied to that number and used in the tabulation process.

_____ %

Other comments?

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.

PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

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

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: _____
Registration: _____

**(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICAT
AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501
<http://www.dos.state.fl.us/doc/>**

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions? MB
WBE

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or refere the space provided below all variances contained on other pages of RFP, attachments or proposal page: variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such varia exception is listed and contained within the proposal documents and referenced in the space provided below. statement is contained in the below space, it is hereby implied that your proposal complies with the full scope RFP.

Variances:
