

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

672-9779

BULK TRASH COLLECTION SERVICES



Rick Andrews

954-828-4357

Bid 672-9779 BULK TRASH COLLECTION SERVICES

Bid Number 672-9779
Bid Title BULK TRASH COLLECTION SERVICES

Bid Start Date Jun 5, 2007 8:37:45 AM EDT
Bid End Date Jun 22, 2007 2:00:00 PM EDT

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

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale's Sanitation Division currently offers bulk trash collection services for large household items, such as tree trimmings and miscellaneous items listed in the bid document, for residential customers ONCE EACH MONTH utilizing the clean sweep method. Due to the addition of approximately 5,934 new residents through annexation, the City is soliciting bids for these bulk trash collection services as follows:

Annexation Area I consisting of Palm Aire West and Golden Heights with a total of 683 accounts is the first of three annexed areas to require services scheduled to begin on or about September 15, 2007.

Annexation Area II consisting of Melrose Park, Chula Vista, Riverland Village and Lauderdale Isles with a total of 4,044 accounts is the second of three annexed areas to require services scheduled to begin on or about September 15, 2007.

Annexation Area III consisting of Rock Island and Twin Lakes North with a total of 1207 accounts is the third annexed area to require services scheduled to begin on or about September 15, 2010.

The City plans to have one bulk trash collector to provide service for the three annexed areas to obtain the best contract pricing along with customer service and contract administration efficiencies during the planned five year contract period. Therefore, bulk trash collection service for Rock Island and Twin Lakes North is planned to be awarded subsequent to Annexation Areas I and II.

Bidder shall bid a firm fixed MONTHLY rate for the day specified for each Annexation Area in GROUP A and GROUP B for providing bulk trash collection services in accordance with this ITB. Pricing shall include all associated costs for providing all the services in accordance with this ITB.

Item Response Form

Item 672-9779-1-01 - GROUP A ANNEXATION AREA I: Palm Aire West - Monthly Collection Day, 4th Wednesday
Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID
Quantity 535 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 535

Description

The area contained within the corporate boundaries on the north and west, and NW 31st Avenue on the east and NW 62nd Street on the south.

Item 672-9779-1-02 - GROUP A ANNEXATION AREA I: Golden Heights - Monthly Collection Day, 4th Wednesday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID

Quantity 148 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 148

Description

The area contained within NW 16th Street and NW 16th Court, and NW 24th Avenue and NW 28th Avenue.

Item 672-9779-2-01 - GROUP A ANNEXATION AREA II: Melrose Park - Monthly Collection Day, 1st Monday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID

Quantity 493 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 493

Description

The area south of Glendale Boulevard, Evanston Circle to Jackson Boulevard, SW 31st Avenue on the east, and Indiana Avenue on the west.

Item 672-9779-2-02 - GROUP A ANNEXATION AREA II: Melrose park - Monthly Collection Day, 2nd Monday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID

Quantity 486 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 486

Description

The area north of Glendale Boulevard, Evanston Circle to Broward Boulevard, SW 31st Avenue on the east, and Kentucky Avenue on the west.

Item	672-9779-2-03 - GROUP A ANNEXATION AREA II: Melrose Park - Monthly Collection Day, 3rd Monday
Lot Description	ALL GROUP A ANNEXATION AREAS MUST BE BID
Quantity	430 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 430

Description

The area north of SW 6th Street, Evanston Circle to Broward Boulevard, Kentucky Avenue on the east, and corporate limit on the west.

Item	672-9779-2-04 - GROUP A ANNEXATION AREA II: Melrose Park - Monthly Collection Day, 4th Monday
Lot Description	ALL GROUP A ANNEXATION AREAS MUST BE BID
Quantity	483 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 483

Description

The area south of SW 6th Street, Evanston Circle to Jackson Boulevard, Indiana Avenue on the east, and corporate limit on the west.

Item	672-9779-2-05 - GROUP A ANNEXATION AREA II: Chula Vista - Monthly Collection Day, 1st Friday
Lot Description	ALL GROUP A ANNEXATION AREAS MUST BE BID
Quantity	510 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 510

Description

The area north of Riverland Road to SW 14th Street, SW 28th Terrace on the east, and SW 31st Avenue on the west.

Item 672-9779-2-06 - GROUP A ANNEXATION AREA II: Riverland Village - Monthly Collection Day, 2nd Friday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID

Quantity 853 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 853

Description

The area north of Riverland Road to SW 14th Street, SW 31st Avenue on the east, and SW 34th Terrace and 35th Avenue on the west.

Item 672-9779-2-07 - GROUP A ANNEXATION AREA II: Lauderdale Isles - Monthly Collection Day, 3rd Friday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID

Quantity 789 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 789

Description

The area south of Riverland Road and SW 21st Street to the New River, and State Road 7 on the west.

Item 672-9779-3-01 - GROUP A ANNEXATION AREA III: Rocl Island - Monthly Collection Day, 2nd Wednesday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID. SERVICE IS SCHEDULED TO COMMENCE ON OR ABOUT SEPTEMBER 15, 2010.

Quantity 918 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 918

Description

The area north of NW 19th Street to NW 26th Street, NW 31st Avenue on the west and corporate limits on the east.

Item 672-9779-3-02 - GROUP A ANNEXATION AREA III: Twin Lakes North - Monthly Collection Day, 3rd Wednesday

Lot Description ALL GROUP A ANNEXATION AREAS MUST BE BID. SERVICE IS SCHEDULED TO COMMENCE ON OR ABOUT SEPTEMBER 15, 2010.

Quantity 289 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 289

Description

The area north of West Prospect Road to corporate limits on the north, and the area contained within corporate boundaries on the west and east .

Item 672-9779-4-01 - GROUP B ANNEXATION AREA I: Palm Aire West - Monthly Collection Day, 4th Wednesday

Lot Description ALL GROUP B ANNEXATION AREAS MUST BE BID

Quantity 535 each

Unit Price

Delivery Location City of Fort Lauderdale
See RFP Specifications
 See RFP Specifications
 Fort Lauderdale FL 33301
 Qty 535

Description

The area contained within the corporate boundaries on the north and west, and NW 31st Avenue on the east and NW 62nd Street on the south.

Item 672-9779-4-02 - GROUP B ANNEXATION AREA I: Golden Heights - Monthly Collection Day, 4th Wednesday

Lot Description ALL GROUP B ANNEXATION AREAS MUST BE BID

Quantity 148 each

Unit Price

Delivery Location City of Fort Lauderdale
See RFP Specifications
 See RFP Specifications
 Fort Lauderdale FL 33301
 Qty 148

Description

The area contained within NW 16th Street and NW 16th Court, and NW 24th Avenue and NW 28th Avenue.

Item 672-9779-5-01 - GROUP B ANNEXATION AREA II: Melrose Park - Monthly Collection day, 1st Monday

Lot Description ALL GROUP B ANNEXATION AREAS MUST BE BID

Quantity 1892 each

Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1892

Description

The area south of Broward Boulevard to Jackson Boulevard, SW 31 Avenue on the east, and corporate limits on the west. Includes all 4 areas listed on the map.

Item	672-9779-5-02 - GROUP B ANNEXATION AREA II: Chula Vista, Riverland Vill, Lauderdale Lakes - Monthly Collection Day, 1st Fri
Lot Description	ALL GROUP B ANNEXATION AREAS MUST BE BID
Quantity	2152 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 2152

Description

The area south of SW 14 Street to the New River, SW 28th Terrace on the east, and SW 21 Street, SW 34th Terrace and 35th Avenue on the west, and south of Riverland Road between corporate limits on the west to SW 35 Avenue. Includes all 3 areas listed on the map.

Item	672-9779-6-01 - GROUP B ANNEXATION AREA III: Rock Island - Monthly Collection Day, 3rd Monday
Lot Description	ALL GROUP B ANNEXATION AREAS MUST BE BID
Quantity	918 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 918

Description

The area north of NW 19th Street to NW 26th Street, NW 31st Avenue on the west and corporate limits on the east.

Item	672-9779-6-02 - GROUP B ANNEXATION AREA III: Twin Lakes North - Monthly Collection Day, 4th Wednesday
Lot Description	ALL GROUP B ANNEXATION AREAS MUST BE BID
Quantity	289 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 289

Description

The area north of West Prospect Road to corporate limits on the north, and the area contained within corporate boundaries on the west and east.

**INVITATION TO BID NO. 672-9779
BULK TRASH COLLECTION SERVICES**

PART II – SCOPE OF SERVICES

2.01. General Information

The City of Fort Lauderdale's Sanitation Division currently offers bulk trash collection services for large household items, such as tree trimmings and miscellaneous items listed in the bid document, for residential customers once each month utilizing the clean sweep method. Due to the addition of approximately 5,934 new residents through annexation, the City is soliciting bids for these bulk trash collection services as follows:

Annexation Area I consisting of Palm Aire West and Golden Heights with a total of 683 accounts is the first of three annexed areas to require services scheduled to begin on or about September 15, 2007.

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Annexation Area III consisting of Rock Island and Twin Lakes North with a total of 1207 accounts is the third annexed area to require services scheduled to begin on or about September 15, 2010.

The City plans to have one bulk trash collector to provide service for the three annexed areas to obtain the best contract pricing along with customer service and contract administration efficiencies during the planned five year contract period. Therefore, bulk trash collection service for Rock Island and Twin Lakes North is planned to be awarded subsequent to Annexation Areas I and II.

2.02. Service Areas

The following areas included in this Invitation to Bid are to be serviced as scheduled. Specific routing details are contained in the Official Sanitation Division Bulk Trash Map, which can be purchased by calling the Service Counter at 954-828-5051. The City is providing a GIS map of these areas as an attachment to this bid document. Area boundary descriptions contained in this bid document are approximate and are provided for informational purposes. The City will determine the route boundaries, and schedules, and reserves the right to amend them. The City is requesting bids for two different groups of bulk routes. Group A has eleven (11) scheduled bulk routes and is currently being serviced on an existing schedule. Group B has six (6) scheduled bulk routes with days of service adjusted and routes combined as compared to established Group A bulk routes. The total number of residents to be serviced is equal in both groups. Both Group "A" and Group "B" routes must be bid and all service areas within a Group must bid. **HOWEVER, THE CITY PLANS TO AWARD ONLY ONE GROUP OF ROUTES, EITHER GROUP "A" ROUTES OR GROUP "B" ROUTES AS MAY BE IN THE BEST INTEREST OF THE CITY AND RESIDENTS.**

NOTE:

If the City selects Group A route bid pricing, service will commence on or about September 15, 2007 and will continue for the duration of the contract except as provided for elsewhere in the contract.

If the City selects Group B route pricing, sufficient time will be required after contract award to conduct public information to notify residents of changes in service days. Therefore, under Group B option, the Contractor will perform the same level of service and pricing as bid for Group A beginning on or about September 15, 2007 without route changes until December 31, 2007. Then on or about January 1,

2008 the route change will become effective under Group B bid pricing. The City will be responsible for all public information to facilitate this service change.

ANNEXATION AREAS GROUP "A"

GROUP A ANNEXATION AREA I September 15, 2007

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Palm Aire West	4 th Wednesday	535

The area contained within the corporate boundaries on the north and west, and NW 31st Avenue on the east and NW 62nd Street on the south.

2) Golden Heights	4 th Wednesday	148
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The area contained within NW 16th Street and NW 16th Court, and NW 24th Avenue and NW 28th Avenue.

GROUP A ANNEXATION AREA II September 15, 2007

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Melrose Park	1 st Monday	493

The area south of Glendale Boulevard, Evanston Circle to Jackson Boulevard, SW 31st Avenue on the east, and Indiana Avenue on the west.

2) Melrose Park	2 nd Monday	486
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The area north of Glendale Boulevard, Evanston Circle to Broward Boulevard, SW 31st Avenue on the east, and Kentucky Avenue on the west.

3) Melrose Park	3 rd Monday	430
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The area north of SW 6th Street, Evanston Circle to Broward Boulevard, Kentucky Avenue on the east, and corporate limit on the west.

4) Melrose Park	4 th Monday	483
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The area south of SW 6th Street, Evanston Circle to Jackson Boulevard, Indiana Avenue on the east, and corporate limit on the west.

5) Chula Vista	1 st Friday	510
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The area north of Riverland Road to SW 14th Street, SW 28th Terrace on the east, and SW 31st Avenue on the west.

6) Riverland Village	2 nd Friday	853
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The area north of Riverland Road to SW 14th Street, SW 31st Avenue on the east, and SW 34th Terrace and 35th Avenue on the west.

7) Lauderdale Isles 3rd Friday 789

The area south of Riverland Road and SW 21st Street to the New River, and State Road 7 on the west.

GROUP A ANNEXATION AREA III September 15, 2010

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Rock Island	2nd Wednesday	918

The area north of NW 19th Street to NW 26th Street, NW 31st Avenue on the west and corporate limits on the east.

2) Twin Lakes North 3rd Wednesday 289

The area north of West Prospect Road to corporate limits on the north, and the area contained within corporate boundaries on the west and east .

ANNEXATION AREAS GROUP “B”

GROUP B ANNEXATION AREA I SEPTEMBER 15, 2007

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Palm Aire West	4th Wednesday	535

The area contained within the corporate boundaries on the north and west, and NW 31st Avenue on the east and NW 62nd Street on the south.

2) Golden Heights 3rd Monday 148

The are contained within NW 16th Street and NW 16th Court, and NW 24th Avenue and NW 28th Avenue.

GROUP B ANNEXATION AREA II SEPTEMBER 15, 2007

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Melrose Park	1 st Monday	1892

The area south of Broward Boulevard to Jackson Boulevard, SW 31 Avenue on the east, and corporate limits on the west. Includes all 4 areas listed on the map.

- 2) Chula Vista, Riverland Village, and Lauderdale Isles.
1st Friday 2152

The area south of SW 14 Street to the New River, SW 28th Terrace on the east, and SW 21 Street, SW 34th Terrace and 35th Avenue on the west, and south of Riverland Road between corporate limits on the west to SW 35 Avenue. Includes all 3 areas listed on the map.

GROUP B ANNEXATION AREA III SEPTEMBER 15, 2010

<u>Area</u>	<u>Collection Day</u>	<u>Accounts</u>
1) Rock Island	3 rd Monday	918

The area north of NW 19th Street to NW 26th Street, NW 31st Avenue on the west and corporate limits on the east.

2) Twin Lakes North	4 th Wednesday	289
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The area north of West Prospect Road to corporate limits on the north, and the area contained within corporate boundaries on the west and east.

2.03. Warranty of Usage

The quantity of residents listed above and in the line items cost boxes are approximate and is subject to adjustment. No warranty is given or implied that this is the exact number of residents to be serviced. The contractor is expected to fulfill the City's needs as they arise.

2.04. Pick-up Locations

The Solid Waste Division provides Bulk Trash Collection service to residential customers of one to three living units. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must possess the necessary resources to service the awarded service areas.

The majority of customers place their Bulk Trash items roadside on the swale. However, in some locations, bulk piles may be placed to the rear of the sidewalk on private property due to the narrow right of way. In the event that bulk trash or vegetative waste is placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability, collection will be by means of a rear-load collection vehicle.

Due to the lack of space, there may be a few locations where the City and residents have agreed to non-conforming pickup service. Several residents may combine their items and place them in a predetermined location for collection. However, this arrangement is closely monitored to ensure program compliance and cubic yard limits. Every effort is made to provide collection service to the customer. Route Supervisor is expected to work with customers in reference to trash pile placement in order to ensure service is provided. The City will provide the Contractor route guidance during the transition period.

Bulk Trash will be placed directly in front of the residence. Combining trash piles with a neighbor are not acceptable since the maximum limit per address is 10 cubic yards. All discarded items must come from the property. No imported trash is accepted. Alley service is not provided.

All residential customers serviced by the City will be entitled to Bulk Trash collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc. The Contractor will make every effort to service the customer.

It is strongly suggested that the bidder become familiar with all routes to fully understand the requirements and equipment necessary to provide bulk trash collection to each residential customer. No variation in price or conditions will be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

NOTE: The Contractor will plan accordingly to dispatch sufficient resources to complete the schedule route each day without depending upon next day or a return trip service.

2.05. Pick-up Policy

- A. Annexed Areas receive the same level of service as all other City of Fort Lauderdale Sanitation customers.
- B. Bulk Trash crews will provide pick-up service once a month on specific days for each neighborhood as scheduled by the City.
- C. Bulk Trash crews will utilize the Clean Sweep method by driving up and down every neighborhood street collecting Bulk Trash material and Clean Yard Waste that is set out by the customer. The Route Supervisor ensures that the service area is left neat and clean after service is completed.
- D. Bulk Trash crews will pick-up a maximum of 10 cubic yards, which is a pile of trash approximately 6 feet wide, 15 feet long and 3 feet high or equal to the size of a full-size automobile. Anything more than 10 cubic yards will not be pick-up and a flyer will be left on the door explaining **why** the service was not completed. Customer Service will be notified of any service problem before route completion. There is no weight limit for bulk trash items or vegetative material.
- E. Estimates for Oversized Piles: Customers who set out an excess of 10 cubic yards will be left a flyer on the door. Customer may request an estimate for overage and may schedule a special pick-up by calling the City of Fort Lauderdale's Customer Service 24-hour line at 954-828-8000.
- F. Household Items and Appliances: Examples of items accepted: Furniture, glass will be wrapped or secured for safe handling, carpet, mattresses, toys, jacuzzi, bicycles, refrigerators, air-conditioner units, hot water heaters, stoves, washers and dryers will be accepted. Appliances require special handling for recycling. They should be empty and placed next to any yard waste pile for pick-up. Refrigerators and air conditioning units will be accepted. Appliances containing Freon gas will be pick up and transported to a recycling facility at no additional cost.
- G. Clean Yard Waste: All yard waste piles must be "clean" (free of other waste) and piled separately. Tree trimmings, hedge cuttings, palm fronds and wood products without nails. Limbs up to 6 feet long and up to 6 inches in diameter are accepted. Bundling or tying is not required, however leaves must be bagged and placed in a separate yard waste pile. If the customer has moderately commingled bulk trash and vegetative waste, the Contractor will separate the bulk trash from the vegetative waste and collect the material separately.
- H. Construction Debris; Construction debris from small home improvement projects including wood scraps, cut up plywood, doors, cabinets, sinks and toilets is accepted. Small amounts of concrete, sand, bricks, tile and roofing material are accepted, if secured in a box that weighs less than 25

pounds. No more than four boxes will be accepted from one account. Items also accepted are four pieces of sheet rock cut into 4-foot lengths, four sections of wood fence, galvanized fence with a limit of four poles with concrete base and a 50-foot roll of chain link fence and two gates.

Note: For major renovation projects, the homeowner or builder is responsible for construction debris disposal via large on-site dumpsters or contract with a removal service.

I. Miscellaneous Items

Boats – cut in 6-foot sections
 Railroad ties – limit four ties
 Rims and/or tires –limit four each
 Other – please call 954-828-8000

J. Materials **Not** Accepted

Automotive batteries and vehicle parts
 Dead animals
 Gas and propane tanks
 Items more than 6 feet in length or more than 6 inches in diameter
 Lawn mower engines
 Sand, rock, brick, concrete
 Tree stumps
 Trash mixed with construction debris, hazardous waste, concrete, rock, sand and yard waste.
 Hazardous waste – paint, gas or oil, chemicals.

(Note: refrigerators and a/c units containing freon gas are not considered hazardous waste under this contract and will be accepted)

- K. Customers are instructed to place Bulk Trash at curb or swale by 7:00 a.m. of the scheduled pick-up day, but no earlier than 24 hours in advance of that day.
- L. Misses & Late Set Outs: There will be no claim of misses or late set outs on the bulk trash route.
- M. The Route Supervisor is responsible to ride through the neighborhood to ensure that all collections have been completed each day. Crews will return to an address, if necessary, to provide service for the customer.
- N. Clean up: The roadway and swale, including private property pick-up area if applicable, will be free of trash and debris and left in a neat and clean appearance. Swales are raked and the Contractor will clean the street with a handheld gas blower or broom after collection service.
- O. The Contractor will not accept fees or gratuities from City customers for services performed under this contract.

2.06. Special Pick-ups

This section is provided to bidders for information purposes only. The City performs the service described.

Customers, who can't wait for their pick-up day, may schedule a special pick-up by calling the City of Fort Lauderdale's Customer Service 24-hour line at 954-828-8000. The minimum pick-up charge is \$160.00 for up to 10 cubic yards, plus \$13.00 for each additional yard. A City representative will measure the trash pile to determine the cubic yardage and price. Written quotes are provided within 48 hours upon request and the fee includes the appointment, labor, equipment and disposal charges. Service is provided once payment is received. The customer will write a check payable to the City of Fort Lauderdale. Cash is not accepted. The cost estimate will be adjusted if additional items are added to the pile after measurement.

2.07. Code Pile Pick-ups

This section is provided to bidders for information purposes only. The City performs the service described.

The City will provide Code Pile pick-up. Currently the Sanitation Division provides service Monday through Friday. The City is very committed to keeping neighborhoods safe and clean. Therefore it is unlawful to place trash or cause trash to remain on the public right of way 24 hours before bulk pick-up or after pick-up. Code Inspectors are responsible to ride the neighborhoods and distribute bulk trash information in order to assist the residents with their disposal options. Failure of the property owner to remove debris will result in a citation being issued by the City. After 48 hours, Community Inspections will prepare a Code Pile List in time for the next scheduled Code Pile route. This list will contain addresses located citywide. A City Sanitation Crew will respond to the address and take a digital photo of the trash pile as a "before shot" and after pick-up take a second photo as an "after shot". The current Code Compliance fee for this service is \$240.00 for up to 10 cubic yards plus \$13.00 for each additional yard.

2.08. Community Service Pick-ups

At the City's request, the Contractor will provide up to six (6) bulk pick-ups per month not to exceed 10 cubic yards at no additional charge. Pick-ups in excess of 6 per month or for volumes exceeding 10 cubic yards may be billed to the City on the monthly invoice at the special pick-up rates previously listed in paragraph 2.06 above. To track these requests, the Contractor will list community service pick-ups on the monthly invoice indicating the address, number of yards, and any charges if applicable. Photos are not required. The City will record Community Service requests with Customer Service showing who ordered the service. It is recommended that the Route Supervisor keep a monthly record of such requests to support any claim of additional monetary charges to be paid by the City.

2.09. Disaster Services

In the event of a disaster such as a hurricane, the contractor will be expected to continue with bulk trash collection service until a Hurricane Warning is declared or until the Contract Administrator and Contractor agree that service will be suspended due to safety conditions. At the present time, the City disaster plan calls for the Contractor to resume and continue the bulk trash collection schedule as soon as safely possible after the disaster. The City has a pre-disaster contract in place with additional emergency resources and has pre-assigned routes to assist in disaster debris removal. If the Contractor experiences a large increase in debris volume because of an unusual condition or due to the magnitude of the disaster or the contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments or additional duties clause. In general, **NO** additional compensation will be approved for occasional windstorms or poor weather conditions resulting in a heavy route for materials of up to ten cubic yards outside the "State of Emergency" declaration. Contractor will be

responsible to document and sustain any claims with disposal tickets, added payroll expense or equipment charges to support additional compensation.

2.10. Permits, Taxes, Licenses, Franchise Fees

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

The City's Franchise Fee does not apply to this contract and will not be included in the bidder's price response.

2.11 Disposal of Bulk Trash

- A. The Contractor will **NOT** pay disposal fees at any disposal site. These fees will be paid directly by the City.
- B. Contractor will collect and transport Bulk Trash material and Clean Yard Waste to a disposal facility selected by the City within Broward County, Florida. Contractor may be required to use multiple facilities. For reference purposes, the following disposal facilities have contracted to accept Bulk Trash program material in the past. Currently Delta and Envirocycle are contracted to accept bulk trash material.
- 1) Central Sanitary Landfill & Recycling Center, 3000 NW 48th Street Pompano Beach, Florida 33073.
 - 2) Envirocycle, Inc., 849 SW 21st Terrace Fort Lauderdale, Florida 33312. This is the current disposal facility for the Bulk Trash program.
 - 3) Delta, 1951 N Powerline Road. Pompano Beach, Florida 33069.
 - 4) Delta, 3250 Fields Road. Davie, Florida 33314
 - 5) Sun Recycling, 3251 SW 26th Terrace Dania Beach, Florida 33312.

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

- C. Contractor will participate in the continuing success of the City's Yard Waste Recycling program by collecting Clean Yard Waste from customers. The collection vehicles will clearly be marked with two removable signs that states "Clean Yard Waste Only" and these signs will be on both sides of the trucks and large enough to be seen by customers. Contractor will dedicate one GREEN truck and at minimum will collect at least one load of Clean Yard Waste per route. This will be monitored on a weekly basis with Contractor to ensured compliance with program. Contractor will pay 100 percent of total disposal cost for contaminated Yard Waste loads that are not accepted at the lowest rate by the recycling facility and cost will be deducted from monthly invoice. Clean Yard Waste is accepted at the disposal facility at a reduced rate and recycled, resulting in resource recovery and cost savings to City customers.
- D. The Contractor will provide the City with vehicle numbers in order for the City to establish billing accounts with the disposal sites.

2.12. Management

- A. The City's Sanitation Division takes great pride in, and is strongly committed to, offering a high level of customer service to our residents. All Sanitation Contractors are expected and required to offer our customers a matching level of quality service.
- B. Contractor will be responsible for the Bulk Trash Collection service to the annexation areas. Contractor will plan, organize and direct resources to successfully collect and recycle bulk trash, including a yard waste separation program, and ensure a high level of customer satisfaction, at the lowest possible cost to the City.
- C. Resources: Contractor will furnish and supply sufficient resources to complete the schedule route on the designated route day and within the time period specified for daily operations. There will be no next day return trips to retrieve white goods, tires, large piles, etc.
- D. Public Information: The City of Fort Lauderdale will be responsible for all costs to create, develop and distribute program information for customer use, to the extent as needed, to ensure customer satisfaction and a successful program. This may include door hangers, special pick-up receipts, an annual brochure, and articles for publication, public presentations and other related activities.
- E. Customer Service: Contractor will maintain a customer service center to receive telephone calls from the City's Customer Service Center in order to effectively handle service related issues. Hours and days of operation will be listed in the business plan. A computer system will be used to track and record service requests, and provide information to the City upon request.
- F. Route Supervisor is required to distribute door hangers and program brochures in areas of responsibility, when applicable, for customer service purposes, and the ability to establish and maintain effective relationships with elected officials, the city manager and staff, and the public is required.
- G. Route Supervisor: Contractor will assign a full time Route Supervisor on scheduled service days to be on the route supervising crews and handling customer's complaints. Supervisor is expected to respond immediately to complaints and successfully resolve complaints by the end of the shift.
- H. Supervisor will be available to respond immediately to collection issues via a **laptop computer** with wireless Internet access card. Route Supervisor will also have a cellular telephone to immediately return phone calls directly to customers and City. Contractor will provide the City with the Route Supervisor's cellular phone number so contact can be made directly when required. Route Supervisor will be in company uniform and carry company identification credentials and utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.
- I. Route Supervisor will ensure collections are completed each day as scheduled and all streets and swales are clean and free of debris. The Route Supervisor will send an e-mail to the City at the end of each route verifying route completion. Supervisor will also make every effort to communicate with residents on the route to promote program compliance.
- J. Route Supervisor will be required to attend weekly Sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, and provide input and share information to ensure delivery of quality service.
- K. Route Supervisor will be responsible to account for all disposal tickets and supply them to the City for reconciliation of disposal charges on a weekly basis.

- L. Employees: Collection employees will wear a uniform or shirt bearing the company's name during operations. Employees will treat all customers in a polite and courteous manner. Employees will not accept or solicit gifts or gratuities from City customers during the performance of their duties.
- M. Vehicles: The Contractor's name and office telephone number will be properly displayed on all collection vehicles. Collection vehicles will be well maintained and clean in appearance.
- N. Spillage: The Contractor will not litter or cause any spillage to occur upon the premise, roadway, or right-of-way where the collections may occur. During hauling, all material will be contained, enclosed or covered so that any leaking, spilling, and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor will immediately clean up all spillage and leakage at no additional cost to the City.
- O. Billing: The City will bill customers for bulk waste collection service and pay the Contractor on a monthly purchase order (PO) upon receipt of invoice. Invoices will be provided to the City within 30 days after the completion of monthly service.
- P. Weight Tickets: Weight tickets are required for the City to pay disposal fees. The Route Supervisor will turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor will pay all costs associated for duplicate scale house weight tickets. The current price is \$3.00 per ticket. After notifying the Contractor to replace missing tickets within 5 business days, the City will order duplicates and the cost will be deducted from the Contractor's monthly invoice. The City reserves the right to charge administrative overhead if missing tickets become a continuous problem.

Q. TARE WEIGHTS

The City Auditor has requested that vehicle TARE weights, which are used by material receiving facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the city by weighting each collection vehicle in & out three times and record the information on the City's TARE WEIGHT REPORT. The City and the disposal facility will use the average TARE weight to validate disposal charges.

2.13. Days and Hours of Service

The days of service will be Monday through Friday, 7:00 A.M. to 6:00 P.M.

2.14. Holidays

Make up Day: Bulk Trash collection will be provided on **all holidays** excluding Christmas day. If Christmas day falls on Monday, Tuesday, Wednesday, Thursday, or Friday then service for that route will be scheduled on the Saturday after Christmas.

2.15. Damage To Public or Private Property

Extreme care will be taken to safeguard all existing facilities, site amenities, landscaping, sod, irrigation systems, roadway asphalt, driveways, vehicles, overhead wires, etc. on or around the service areas or other areas traveled by the Contractor in performance of the contract. Damage to public and/or private property will be the responsibility of the Contractor and will be repaired and/or replaced in a timely manor at no additional costs to the City. Failure to repair and/or replace property damaged by the Contractor in a timely manner will be grounds for termination of the contract.

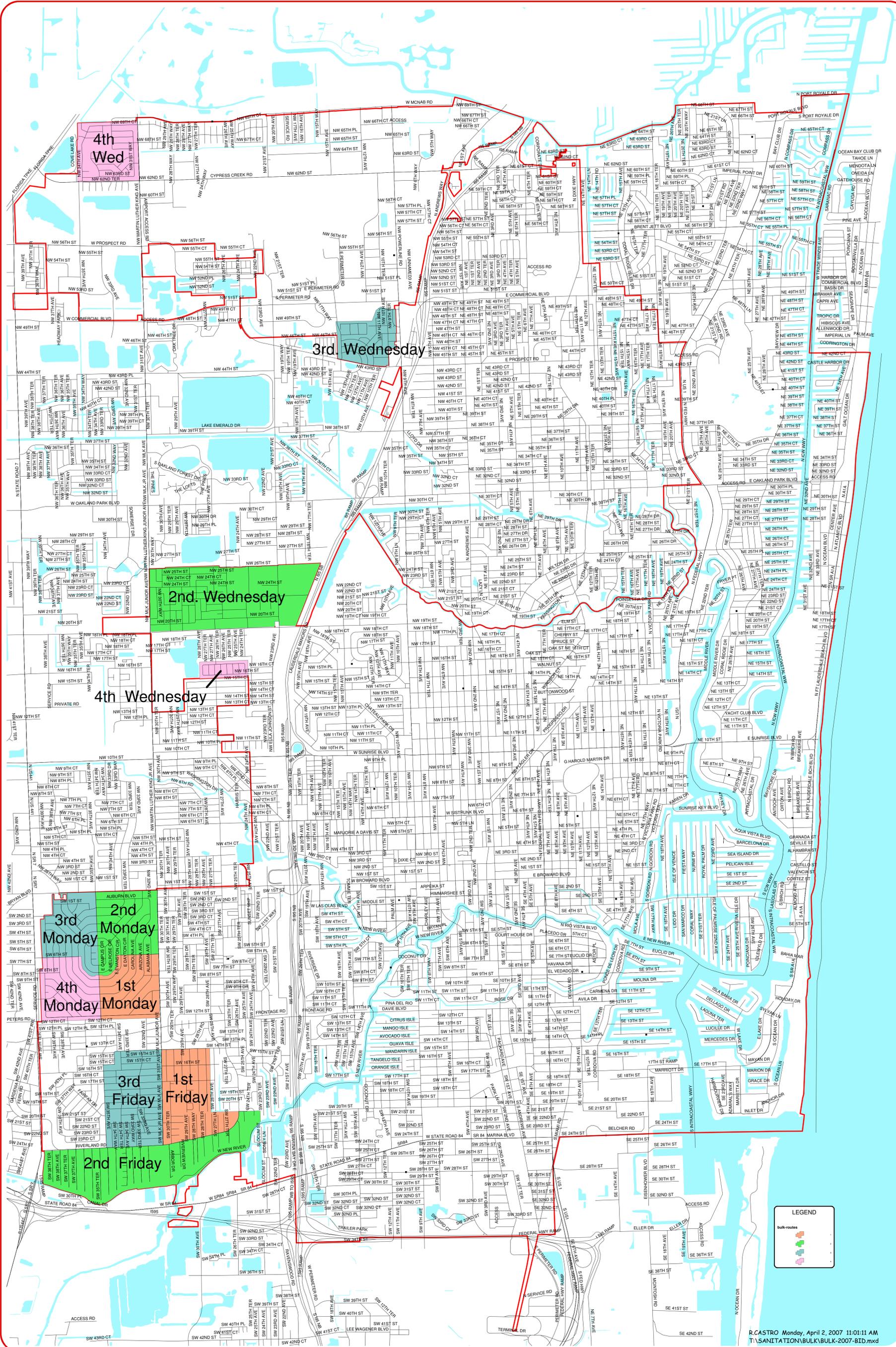
PUBLIC WORKS



CITY OF FORT LAUDERDALE SANITATION



BULK PICK-UP



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**INVITATION TO BID NO. 672-9779
BULK TRASH COLLECTION SERVICES**

PART I - INFORMATION/SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide bulk trash collection services for approximately 5,934 new residents through annexation for the Public Works Sanitation Division, in accordance with the terms, conditions, and scope of services contained in this Invitation To Bid (ITB).

1.02 CONTRACT TERM

The initial term of the contract for Annexation Area I and Annexation Area II shall be for three (3) years and shall begin on the date of award or on or about September 15, 2007, which ever is later, and shall end three years from that date. The City reserves the right to extend the contract for one (1) additional two (2) year period, and authorize Annexation Area III service to begin on or about September 15, 2010 and end two years from that date, 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. COST ADJUSTMENT

Costs for all services provided under this contract shall remain firm for the first two years 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 percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), 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.

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 adjusted price lists 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.

If during the contract term unusual circumstances occur that could not have been foreseen by either party to the contract, and those circumstances significantly affect the cost of providing the required items or services, then the Contractor or City may request adjustments to the contract specified prices for goods or services, either up or down, to reflect these changed circumstances. The circumstances must be beyond the control of the Contractor or City and the request for change must be fully documented. The party requesting adjustments pursuant to this paragraph must provide written notice

to the other party advising them of the need for the modification. Upon thirty (30) days of receipt of written notice and the appropriate documentation, the other party must accept or reject the proposed adjustment. If the adjustment is rejected, then the requesting party may terminate the contract by providing sixty (60) days written notice.

1.04. MONTHLY PRICING

Bidder shall bid a firm fixed monthly rate for the day specified for each Annexation Area in GROUP A and GROUP B for providing bulk trash collection services in accordance with this ITB. Pricing shall include all associated costs for providing all the services in accordance with this ITB.

1.05. GROUP AWARD

This will be a Group award consisting of GROUP A ANNEXATION AREAS I, II and III **OR** GROUP B ANNEXATION AREAS I, II and III. Both GROUP A and GROUP B ANNEXATION AREAS **MUST** be bid and all three ANNEXATION AREAS in GROUP A and all three ANNEXATION AREAS in GROUP B **MUST** be bid. The City reserves the right to accept or reject all bids, to waive minor irregularities and award based on the best interest of the City.

1.06. 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 RFP Depot website at www.rfpdepot.com a minimum of 3 days prior to the bid due date. If required, a written addendum will be issued.

It will be the sole responsibility of the Bidder to inspect the City's facilities and systems 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 himself with the nature and extent of the work, and the equipment, materials, and labor required.

1.07. ELIGIBILITY

To be eligible to respond to this ITB, the Bidder must demonstrate that they, or the principals assigned to the project, are fully licensed to do work of this nature and should also submit the completed Bidder's Questionnaire included with this ITB. The City reserves the right to visit Contractor's site(s) to inspect equipment, facilities and licenses to determine if the Bidder has the required resources, is legally licensed and is qualified to perform the work as described in this ITB.

1.08. 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.

1.09. 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.

1.10. 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)

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

1.11. 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.

1.12. 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://ci.ftlaud.fl.us/documents/index.htm>.

1.13. GENERAL CONDITIONS

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

1.14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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.

1.15. 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 in accordance with the requirements of the contract, and to the City's satisfaction.

Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in 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.

1.16. TRANSACTION FEES

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 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.

1.17. 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

**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 uses automated vendor address lists that been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax 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 RFP Depot 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 RFP Depot. 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 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 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, 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; 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.

Questionnaire

Please print or type:

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

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

Company Name:

Address:

Contact Name:

Telephone:

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

Years

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

- 4. List appropriate licenses as issued by Broward County.

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

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



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

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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

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

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his 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 RFP Depot, 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, SHALL 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 WBE

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variations:

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