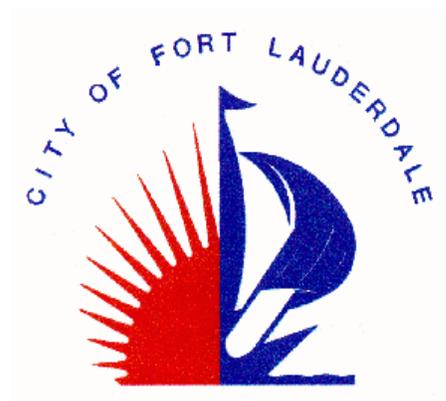


***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

682-9843

SOLID WASTE COLLECTION SERVICES



Rick Andrews

954-828-4357

Bid 682-9843 SOLID WASTE COLLECTION SERVICES

Bid Number 682-9843
Bid Title SOLID WASTE COLLECTION SERVICES

Bid Start Date Oct 18, 2007 3:40:21 PM EDT
Bid End Date Nov 14, 2007 2:00:00 PM EST
Question & Answer End Date Nov 2, 2007 5:00:00 PM EDT

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

Contract Duration 3 years
Contract Renewal See Specifications
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide solid waste collection services for approximately 23,261 residents for the Public Works Sanitation Division, in accordance with the terms, conditions, and scope of services contained in this Invitation To Bid (ITB).

The initial term of the contract for Areas I through III and Annexation Areas Golden Heights, Palm Aire West, Riverland and Melrose Park shall be for three (3) years and shall begin on or about August 1, 2008 and shall end three years from that date. The City reserves the right to extend the contract for Areas I through III and Annexation Areas Golden Heights, Palm Aire West, Riverland and Melrose Park for two (2) additional two (2) year periods 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.

The City reserves the right to authorize Annexation Areas Rock Island and Twin Lakes North service to begin on or about September 15, 2010 and end on or about July 31, 2013 at the rates set forth in the Contractor's response to this ITB. The City further reserves the right to extend the contract for Annexation Areas Rock Island and Twin Lakes North for one (1) additional two (2) year period under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

Item Response Form

Item	682-9843-1-01 - AREA I, II AND III
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301
Qty 12

Description

Provide a MONTHLY price for twice weekly garbage cart collection and once weekly yard waste cart collection for an estimated 17,279 garbage carts and an estimated 17,279 yard waste carts.

Item 682-9843-1-02 - ANNEXATION AREAS - GOLDEN HEIGHTS AND PALM AIRE WEST
 Quantity 12 month
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Provide a MONTHLY price for twice weekly garbage cart collection and once weekly yard waste cart collection for An estimated 674 garbage carts and an estimated 674 yard waste carts.

Item 682-9843-1-03 - ANNEXATION AREAS - RIVERLAND AND MELROSE PARK
 Quantity 12 month
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Provide a MONTHLY price for twice weekly garbage cart collection and once weekly yard waste cart collection for an estimated 4,101 garbage carts and an estimated 4,101 yard waste carts.

Item 682-9843-1-04 - ANNEXATION AREAS - ROCK ISLAND AND TWIN LAKES NORTH
 Quantity 12 month
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 12

Description

Provide a MONTHLY price for twice weekly garbage cart collection and once weekly yard waste cart collection for an estimated 1,207 garbage carts and an estimated 1,207 yard waste carts.

SERVICES IN ROCK ISLAND AND TWIN LAKES NORTH ARE SCHEDULED TO COMMENCE ON OR ABOUT SEPTEMBER 15, 2010. REFER TO PART I - INFORMATION/SPECIAL CONDITIONS, SECTION 1.02, CONTRACT TERM OF THIS ITB.

Item 682-9843-1-05 - SPECIAL PICK-UP
 Quantity 1 each
 Unit Price

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

Description

Provide a base per unit price for Special pick-ups. REFER TO PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES, section 2.08, SPECIAL PICK-UP/COMMUNITY SERVICE

INVITATION TO BID 682-9843 SOLID WASTE 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 solid waste collection services for approximately 23,261 residents 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

Areas I through III and Annexation Areas Golden Heights, Palm Aire West, Riverland and Melrose Park
The initial term of the contract for Areas I through III and Annexation Areas Golden Heights, Palm Aire West, Riverland and Melrose Park shall be for three (3) years and shall begin on or about August 1, 2008 and shall end three years from that date. The City reserves the right to extend the contract for Areas I through III and Annexation Areas Golden Heights, Palm Aire West, Riverland and Melrose Park for two (2) additional two (2) year periods 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.

Annexation Areas Rock Island and Twin Lakes North: The City reserves the right to authorize Annexation Areas Rock Island and Twin Lakes North service to begin on or about September 15, 2010 and end on or about July 31, 2013 at the rates set forth in the Contractor's response to this ITB. The City further reserves the right to extend the contract for Annexation Areas Rock Island and Twin Lakes North for one (1) additional two (2) year period under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

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

1.03. PRICE ADJUSTMENT

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

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 FUEL SURCHARGES

In consideration of fluctuations in diesel fuel prices, the City will allow annual fuel surcharges during the term of the contract. The fuel surcharge percentage rate will be calculated in accordance with the following table based on the Retail On-Highway Diesel Price - Lower Atlantic as published by the U.S. Department of Energy’s Energy Information Administration Gasoline and Diesel Fuel Update. The fuel surcharge percentage rate from the table below will be applied to the current base contract price then in effect less any previously applied fuel surcharges.

The City will accept Contractor written requests for fuel surcharge adjustments no more than once annually beginning with the first Monday after the first contract anniversary date. Such requests must contain proper support data. The Contractor may include the City approved fuel surcharge adjustment in its next monthly invoice. No surcharge shall be allowed in the first year of the contract.

Fuel Surcharge Table (Prices/Gallon)		
At Least	But Less Than	% Surcharge
\$3.00	\$3.05	0.0%
\$3.05	\$3.10	0.5%
\$3.10	\$3.15	1.0%
\$3.15	\$3.20	1.5%
\$3.20	\$3.25	2.0%
\$3.25	\$3.30	2.5%
\$3.30	\$3.35	3.0%
\$3.35	\$3.40	3.5%
\$3.40	\$3.45	4.0%
For each \$0.05/gallon increase thereafter add 0.5 % surcharge		

1.05. MONTHLY PRICING

Bidder shall bid a firm fixed monthly price to include all associated costs for twice weekly garbage cart collection and once weekly yard waste cart collection for Areas I through III and Annexation Areas as described in PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES of this ITB.

1.06. GROUP AWARD

This will be a Group award consisting of Areas I through III and Annexation Areas Golden Heights,

Palm Aire West, Riverland and Melrose Park and Annexation Areas Rock Island and Twin Lakes North. All bid items for all Areas and Special Pick-up item MUST be bid for Bidder to be responsive.

1.07. 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.

1.08. 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.

1.09. 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.

1.10. 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.

1.11. 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

1.12. 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.

1.13. LOBBYING ACTIVITIES

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

on the City's website at

<http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf>

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 (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. Any service test period shall be included in the duration of the initial term of the contract.

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

1.16. 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

INVITATION TO BID 682-9843 SOLID WASTE COLLECTION SERVICES

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

2.01. GENERAL INFORMATION / INTENT

The City is seeking one Contractor to perform fully automated or semi-automated solid waste collection services for all neighborhoods of the City as contained herein:

- A. Service Areas I, II, and III contain 17,279 customers beginning August 1, 2008.
- B. Annexation Areas Golden Heights and Palm Aire West contains 674 customers beginning August 1, 2008.
- C. Annexation Areas Melrose Park and Riverland contains 4101 customers beginning August 1, 2008.
- D. Annexation Area Rock Island and Twin Lakes North contains 1207 customers beginning September 15, 2010.

2.02. PERMITS, TAXES, LICENCES, FRANCHISE FEES

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

The City's Franchise Fee does not apply to this contract and shall not be included in the proposal.

Licensing of private garbage collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale. The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the City.

A City Occupational License is required if place of business or office is located within the city limits.

2.03. SERVICE AREAS

City contractors currently provide garbage cart collection two times per week and yard waste cart collection one time per week as scheduled below. Additionally contractors provide service to the annexation areas Golden Heights and Palm Aire West, and Melrose Park & Riverland recently annexed into the City of Fort Lauderdale. To accommodate the expiration of the remaining annexation service agreement, the Bidder shall provide pricing to assume additional service areas of Rock Island and Twin Lakes North. There are no planned route adjustments or changes to service areas at this time. Specific routing details are contained in the Official Sanitation Division Routing Maps (one for Garbage Collection and one for Yard Waste Collection), which can be purchased by calling the Service Counter at 954-828-5051.

The Official Sanitation Division Routing Map contains specific geographic information. Boundary descriptions below are approximate and provided for informational purposes. City will determine service for dividing line roads, one side or both sides same day collection.

AREA I Garbage Collection Monday & Thursday

The area surrounding Executive Airport within the corporate limits excluding Palm Aire west of NW 31st Avenue north of NW 62nd Street.

The area within the corporate limits north of centerline on East Commercial Boulevard.

The area within the corporate limits on the north, the west side of North Federal Highway, south of NE 26th Street to NE 13th Street, west to Andrews Avenue, north on North Andrews Avenue including Andrews Avenue Extension to corporate limits and back to the point of beginning.

Yard Waste Collection Monday

The area surrounding Executive Airport within corporate limits excluding Palm Aire west of NW 31st Avenue north of NW 62nd Street, and the area within the corporate limits on the west and beginning at centerline on East Commercial Boulevard on the south, westside of North Federal Highway to NE 56th Street, west to NE 18th Avenue, north to 62nd Street, east to 20th Way, north to corporate limits and back to the point of beginning.

Yard Waste Collection Thursday

The area within the corporate limits on the east, from the centerline of East Commercial Boulevard on the south, east side of North Federal Highway to NE 56th Street, west to NE 18th Avenue, north to 62nd Street, east to NE 20th Way, north to the corporate limits and back to the point of beginning. The area within the corporate limits on the north, the west side south of NE 26th Street on North Federal Highway to NE 13th Street, west to Andrews Avenue, north on North Andrews Avenue including Andrews Avenue Extension to corporate limits and back to the point of beginning.

AREA II Garbage Collection Tuesday & Friday

The area within the corporate limits beginning at West Broward Boulevard south along I-95 to Davie Boulevard, east to SW 9th Avenue, south to SR 84, east to Andrews Avenue and south to corporate limits, continuing west, north and east to the point of beginning, excluding the Melrose Park and Riverland annexation areas.

Yard Waste Collection Tuesday

The area of West Broward Boulevard and SW 27th Avenue south to Davie Boulevard, east to I-95 south to corporate limit, west and north along corporate limit to Broward Boulevard, back to the point of beginning, excluding the annexation areas of Melrose Park and Riverland.

Yard Waste Collection Friday

The area of West Broward Boulevard and I-95 south to Davie Boulevard, west to SW 27th Avenue, north to Broward Boulevard back to the point of the beginning, and the area beginning at I-95 and Davie Boulevard east to SW 9 Avenue, south to SR 84 east to South Andrews Avenue and south to approximately 33rd Street, following the corporate limit west and north to the point of beginning.

AREA III

Garbage Collection Wednesday & Saturday

The area within the corporate limits beginning at the northern point Mills Pond Park on NW 9th Avenue continuing SE to Andrews Avenue Extension and south to NW 13th Street, west to NW 9th Avenue, north to NW 14th Court, west to Lauderdale Manors Drive and 15th Street, south to West Sunrise Boulevard, east to NE 14th Avenue, south to East Broward Boulevard, west to approximately NW 25th Avenue corporate limit, then following the corporate limit north and west back to the point of beginning, excluding annexation area of Golden Heights.

Yard Waste Collection Saturday

Area III boundaries.

Annexation Areas

Golden Heights	Garbage Collection	Tuesday & Friday
	Yard Waste Collection	Friday

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

Palm Aire West	Garbage Collection	Tuesday & Friday
	Yard Waste Collection	Friday

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

Melrose Park North	Garbage Collection	Wednesday & Friday
	Yard Waste Collection	Saturday

The area north of SW 6th Street, Evanston Circle, Glendale to Broward Boulevard, SW 31st Avenue on the east and corporate limit on the west.

Melrose Park South	Garbage Collection Yard Waste Collection	Tuesday & Friday Friday	The area south of SW 6 th Street, Evanston Circle, Glendale, SW 31 st Avenue on the east, Jackson Boulevard on the south and corporate limit on the west.
Riverland North	Garbage Collection Yard Waste Collection	Tuesday & Friday Tuesday	The area north of Riverland Road and SW 14 th Street, SW 28 th Terrace on the east, and 34 th Terrace and 35 th Avenue on the west.
Riverland South	Garbage Collection Yard Waste Collection	Monday & Thursday Thursday	The area south of Riverland Road and SW 21 st Street to Magellan Place on the east, the New river on the south and State Road 7 on the west.
Rock Island	Garbage Collection Yard Waste Collection	Tuesday & Friday Friday	The area north of NW 19 th Street to NW 26 th Street, NW 31 st Avenue on the west and corporate limits on the east.
Twin Lakes North	Garbage Collection Yard Waste Collection	Wednesday & Saturday Wednesday	The area north of West Prospect road to corporate limits on the north, and the area contained within the corporate boundaries on the west and east.

2.04. CARTS

The City has issued the customer a black 65-gallon semi-automated wheeled garbage cart for garbage and a green 95-gallon semi-automated wheeled yard waste cart for clean yard waste. A limited number of customers may have more than one yard waste cart. Small commercial accounts are issued gray 95-gallon semi-automated wheeled garbage carts for garbage. Some commercial accounts also have a green yard waste cart. Yard Waste Carts are considered optional for customer use, however it is strongly encouraged for recycling purposes.

The City will repair and replace carts under normal wear and tear. However the Contractor shall be responsible for 50% of the replacement or repair costs for loss or damage of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment.

Unserviceable or missing containers must be reported to the City prior to the following collection day. All containers should be inspected by the Contractor and any necessary repairs or replacements reported to the City prior to the start of this contract. Current value of 65-gallon cart is \$ 39.42, 96-gallon vented yard waste cart is \$ 47.45 and gray 96-gallon commercial cart is \$ 46.79, however this pricing is subject to change.

Carts shall be emptied and returned to the customer’s original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking the driveway. Carts shall remain up right with lid closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. City owned carts shall be handled with due care at all times.

Estimated Number of Garbage Carts in Service City-Wide:

	1 Cart	2 Carts	3 Carts	4 Carts	Large User (9)	TOTAL
Single Family	32,047	410	24	4		32,485
Duplex	2,091	525	7			2,623
Triplex	68	435	45			548
Commercial	640	383	39	10	276	1,348

*Total number of Yard Waste carts is estimated to be less than total number of garbage carts.

Rollback Program: Customers who leave carts curbside overnight will be issued a warning by Code Enforcement. On a second occurrence after warning notice, the Code Enforcement Officer will roll the cart back. Customers are charged a fee for this service.

2.05. PICK-UP LOCATIONS

Solid Waste Collection service is provided to residential customers of single family and multi-family living units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must demonstrate the ability to properly quantify the resource requirements to service the awarded Service Areas.

Customers place their carts curbside for collection. However in a few locations service is provided in the paved alley. In certain locations such as cul-de-sacs, one-way streets and locations with on street parking, the driver may have to pull carts to truck in order to provide service.

It will be the sole responsibility of the bidder to tour the specified routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage and yard waste cart collection to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. Contractor shall schedule and dispatch sufficient quantities of equipment and labor (including reserve resources) to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

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

2.06. PICK UP POLICY

- Cart collection service shall be fully automated or semi-automated.
- Garbage Cart Collection shall be twice a week on specific days for each neighborhood as determined by the City.
- Customer may place an extra plastic garbage bag on top of the container for pick up.
- Following the Christmas Holiday Contractor shall pick up an extra bag or two on the side of cart to assist the customer with extra disposal needs.
- Route Supervisor shall report to Customer Service any location that continuously places trash bags out for collection or continuously has an overflowing cart. A City Inspector will check the address for adequate service.
- Yard Waste Cart Collection shall be one time per week on specific days for each neighborhood as determined by the City.
- Clean Yard Waste: All yard waste must be “clean” (free of other waste) and placed inside the cart with lid closed. Tree trimmings, hedge & yard cuttings, leaves, cut up palm fronds and wood products without nails is accepted. Driver shall inspect the container for contamination before dumping. If the customer has moderately commingled mixed debris (on top) and vegetative waste, the Contractor shall separate the mixed debris from the vegetative waste and collect the yard waste material. Cart shall be tagged informing the customer of problem. If the customer has a considerable amount of mixed debris commingled (throughout the cart) with yard waste or if the customer is using the yard waste cart for garbage, then the cart will not be emptied. Route Supervisor shall contact the customer or tag the cart advising why the cart was not serviced and report address to Customer Service.
- Carts shall be placed at the curb or swale by 7:00 a.m. on pick up day, but no earlier than 24 hours in advance of a scheduled pick up.
- Carts shall be collected and returned to the original location placed by the customer to avoid blocking driveways, sidewalks, streets, etc.
- Carts shall be left upright with lid closed in a neat and orderly line along the roadway, when applicable,
- Contractor shall rake, sweep and clean up any garbage, litter, and trash and yard waste debris spilled during the collection process.
- Misses & Late Set Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.
- The Route Supervisor shall be responsible to ride thru the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary, to provide service for the customer.

Generally, the customer shall receive two warnings within a twelve-month period if there is a pick up problem. First incident the Route Supervisor will meet with the customer to explain program guidelines, provide a collection program brochure, return to service the cart and record the results with Customer Service. Second incident the Route Supervisor will meet with the customer, determine what the problem is and seek compliance, return to service the cart and report the results to Customer Service. Only after two documented warnings may the Contractor refuse service for non-compliance. Contractor shall notify Customer Service of problem addresses and request City intervention.

Customers may request a Special Pick Up to empty carts on a non-scheduled route day for an additional fee by contacting Customer Service. Although this service shall be offered as an optional resource, it is anticipated to have limited use.

2.07. DISABILITY SERVICE

There are presently 68 customers citywide who are unable to place their cart curbside. The Contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no charge for those residents medically unable to bring their garbage cart or yard waste cart to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City.

2.08. SPECIAL PICK UP/COMMUNITY SERVICE

At the City's request the Contractor shall provide special pick-ups during a non-scheduled route day. From time to time a customer may request extra service, or the City may request extra service for a special event or for code compliance purposes. The Contractor agrees to provide this extra service and shall be compensated accordingly based on the following: (same fee for garbage or yard waste cart)

- Base price for one or more locations 1-3 carts
Example for 1-3 carts base price \$50 and for 1-3 carts at three different locations
 $\$50 + \$50 + \$50 = \150 .
- Base price for one or more locations more than 3 carts the base price added in units of 3.
Example 1-3 carts base price = \$50, 4-6 carts = \$100, 7-9 carts = \$150 per location.
- Base prices for one or more locations from one to multiple carts shall be added together.
Example one stop one cart = \$50, second stop 5 carts = \$100, third stop 8 carts
\$150.
 $\$50 + \$100 + \$150 = \300 .

Route Supervisor may also order a special pick-up for the customer by contacting Customer Service. A City Sanitation Supervisor will respond and prepare a receipt; collect customer's check made payable to City of Fort Lauderdale and submit payment to Customer Service within 24 hours. Service is performed once payment is received.

Contractor shall list special pick-up addresses on the monthly invoice for payment.

*NOTE: In the event the Contractor fails to service a cart as required in this contract and after notice (verbal or written) to the Contractor fails to respond within 12 hours, and the City is

caused to provide the contracted service by use of City equipment or other resources, costs may be deducted from the Contractors monthly invoice in accordance with Section 2.12, Contractor Caused Missed Pick-Up.

2.09. DISASTER SERVICES

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Administrator and Contractor agree that service shall be suspended due to unsafe conditions. At the present time, the City Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if 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. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

2.10. DISPOSAL

The City shall pay all disposal costs for garbage and clean yard waste.

The Contractor shall pay 50% of total disposal cost for contaminated yard waste loads that are not accepted at the lowest rate by the recycling facility and costs will be deducted from the monthly invoice. The intent is to provide Contractor incentive to participate and ensure a successful yard waste recycling program. Clean Yard Waste is accepted at the disposal facility at a reduced rate and recycled, resulting in resource recovery and costs saving to City customers.

Weight tickets are required for the City to pay disposal fees. The Route Supervisor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. Current price is \$3.00 per ticket. After notifying the Contractor to replace missing tickets, the City shall order duplicates and cost shall be deducted from the monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City shall reimburse the Contractor, if requested, for reasonable associated costs involving the handling of "**Hot Loads**". In the event the collection vehicle is turned away from the Waste To Energy Plant with an unacceptable radiation level, Contractor must notify the City for assistance at time of occurrence. Pre-approved handling charges shall be added to the monthly invoice.

The City currently participates in an Interlocal Agreement requiring that all processable waste be disposed at one of two Wheelabrator Waste To Energy Plants located in Broward County, Florida.

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires,

wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

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

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

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of contract without additional charge.

Garbage: all garbage collected shall be disposed of at Wheelabrator Waste To Energy Plant in Broward County Florida.

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

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

Yard Waste: the City has been ordered to meet the mandated recycling objectives that require the recycling of thirty percent (30%) of all collected waste. To this end a continuing recycling program is in effect to promote the recycling of yard waste, paper, aluminum, plastic and glass products utilized by the residents of Fort Lauderdale.

Current yard waste recycling site is located at:

Delta 1951 North Powerline Road Pompano Beach, Florida 33069

Delta 3250 Fields Road Davie, Florida 33314

During the course of contract the City may also use other sites within Broward County. In the past, the City has utilized sites such as:

Central Sanitary Landfill & Recycling Center
3000 NW 48th Street Pompano Beach, Florida 33073

Envirocycle, Inc 849 SW 21st Terrace Fort Lauderdale, Florida 33312

Sun Recycling 3251 SW 26th Terrace Dania Beach, Florida 33312.

If the Contractor is directed to utilize the recycling facility Envirocycle located at 849 SW 21st Terrace Fort Lauderdale, Fl 33312 all vehicle ingress and egress shall be from Davie Boulevard only. Vehicle traffic entering or exiting via Broward Boulevard is prohibited.

2.11. 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 average TARE Weight will be used by the disposal facility and the City to validate disposal charges.

2.12. MANAGEMENT

The City's Sanitation Division takes great pride 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, at minimum, a matching level of quality service.

Contractor will be responsible for the day-to-day operation of the assigned route. Contractor shall plan, organize and direct resources to successfully collect and recycle solid waste, including active participation to promote a successful yard waste separation program, and ensure a high level of customer satisfaction.

Resources: Contractor shall 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 shall be no next day return trips to complete the daily route excluding occasional emergencies.

Customer Service: Contractor shall maintain a customer service center to receive telephone calls from the City to effectively handle service related issues. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request.

Route Supervisor: Contractor shall provide one (1) permanent full time Route Supervisor dedicated just to the City of Fort Lauderdale. Contractor shall schedule route supervision Monday-Saturday providing relief personnel coverage when permanent route supervisor is off.

Route Supervisor shall be equipped with and respond to collection related issues received from Customer Service immediately from the field via **laptop computer** with wireless Internet access card. Each Route Supervisor will be equipped with a cellular phone for two-way communications with Customer Service and residential customers to immediately return phone calls directly to customers and the City. Contractor shall provide the City with Route Supervisors phone number and email address so contact can be made directly when required.

Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are properly being used by the customer.

Route Supervisor will be responsible to tag carts, pull carts back, and leave informational flyers on front door to notify customer the reason why the cart was not serviced.

Route Supervisor is responsible to respond to complaints on the same day received up to 4:00pm, irregardless when the collection drivers complete the route.

Route Supervisor shall report lost or damage carts to Customer Service that are in need of repair or replacement and assist customers by passing out and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City Sanitation staff, Customer Service and the general public.

Route Supervisor will also be required to attend Sanitation weekly meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service. May be required to attend public meetings, with City Staff members, to explain or promote program services.

Performs related duties as requested.

Employees: Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all City owned carts with due care. Employees shall not solicited, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the city while performing duties under this contract. Scavenging shall not be permitted.

Vehicles: The Contractor's name, office telephone number and truck number shall be properly displayed on all collection vehicles. Additionally, Yard Waste collection vehicles will be clearly marked with two removable signs that states "Clean Yard Waste Recycling" and these signs will be on both sides of the truck and large enough to be seen by customers.

Collection vehicles shall be well maintained and clean in appearance.

Spillage: The Contractor shall not litter or cause any spillage to occur upon the premise, roadway, or right-of-way wherein the collection shall occur. Extra service effort shall be required to ensure garbage or litter is picked up around the cart if needed or reported to Route Supervisor for appropriate action. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling, and blowing is prevented. In the event of any spillage or leaking, 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 shall ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately, to the satisfaction of the City, at no additional cost to the City. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor,

the City is required to respond to clean up or repair, costs for such City action shall be deducted from the Contractor's monthly invoice.

Contractor Caused Missed Pick-Up: If a cart is not serviced (missed pick-up) within 12 hours of a reported miss (verbal or written), the City may assess a service charge as provided for in Section 2.08 of Part II – Technical Specifications / Scope of Services herein in addition to City or City contracted service charges which may apply for providing the missed pick-up service. The City may deduct any assessed missed pick-up service charges from the Contractor's monthly invoice.

2.13. DAYS OF SERVICE: Monday through Saturday

2.14. HOURS OF SERVICE: 7:00 A.M. to 6:00 P.M.

Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 6:00 P.M.

2.15. HOLIDAYS

Collection service shall be provided on all holidays except Christmas Day. If Christmas Day falls on a regularly schedule route day then that route shall be skipped and there will be no make up day. However since the second pick up day will be heavy, the contractor is required to collect extra bags and boxes placed around the cart. Contractor is also required to offer extra pick-up service of bags and boxes on all routes the week immediately following the Christmas Holiday to collect the overflow of Christmas boxes and Holiday party remains.

2.16. PUBLIC INFORMATION

The City shall prepare, print and provide the Contractor with all program information such as cart hangers, program brochures and recycling guidelines.

**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 have 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 the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

Pakistani and East Indian.

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

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

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

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

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

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- 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 Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

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

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a 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 the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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

Please Note: If responding to this solicitation through 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, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City: State: Zip:

Telephone No. FAX No.

E-MAIL:

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

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

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

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

<u>Addendum No.</u>	<u>Date Issued</u>
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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.

Variances:



revised 8-17-07