



**Submit Bids To:**  
**City of Hollywood**  
**2600 Hollywood Boulevard**  
**Hollywood, Florida 33020**  
**Office of City Clerk, Room 221**

**CITY OF HOLLYWOOD, FLORIDA**

**INVITATION FOR BID**

**BIDDER ACKNOWLEDGMENT**

**Bid Title: Solid Waste Disposal Services**

**Bid No.: F-4365-13-IS**

**Commodity/Service Required: as above**

A Cone of Silence is in effect with respect to this Bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

Bid must be received prior to 3:00 P.M., APRIL 8, 2013 and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in Room 303. All Bids received after the specified date and time will be returned unopened.

Procurement Services Contact: Ian Superville, or Linda Silvey, or Joel Wasserman or his designee

Telephone No.: (954) 921-3552 or (954) 921-3200 or (954) 921-3290

### BIDDER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID DOCUMENT BY THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDDER ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE BID DOCUMENT.

<b>Bidder's Name:</b>	<b>Fed. ID No.</b>
<b>Complete Mailing Address:</b>	<b>Telephone No.:</b>
	<b>Fax No.:</b>
<b>Do You Have a Permanent Office Located in the City of Hollywood?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>E-Mail Address:</b>
<b>Indicate type of organization below:</b>  Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> <input type="checkbox"/> Other	

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL BID SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE BID DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR BID NON-RESPONSIVE.**

The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by signing below in blue ink, pages 5 through 7 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

\_\_\_\_\_  
 Authorized Name (Type or Print)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature

**CITY OF HOLLYWOOD, FLORIDA****BID/PROPOSAL NOTIFICATION****PROCUREMENT SERVICES DIVISION**

Notice to Offerors: Log on to [www.hollywoodfl.org](http://www.hollywoodfl.org) and select the link to Vendor Registration & Bids to register as a supplier.

**BID / PROPOSAL DOCUMENT INFORMATION**

Bid/Proposal Number:	<b>F-4365-13-IS</b>
Bid/Proposal Name:	<b>Solid Waste Disposal Services</b>
Procurement Contact Person:	<b>Ian Superville</b>
Email Address:	<a href="mailto:isuperville@hollywoodfl.org">isuperville@hollywoodfl.org</a>
Telephone Number:	<b>(954) 921-3552</b>
Bid/Proposal Opening Date:	<b>3:00 pm, April 8, 2013</b>
Pre-Bid/Proposal Conference Date:	<b>1:00pm, March 19, 2013</b>
<input checked="" type="checkbox"/> Mandatory if Box is Checked	

**To view or download this Bid or RFP and any addenda go to:**

[www.hollywoodfl.org/purchasing/bids\\_pdf.asp](http://www.hollywoodfl.org/purchasing/bids_pdf.asp) and click on the bid or proposal number referenced above on this document or the corresponding addendum.

A Cone of Silence is in effect with respect to all Formal Bids and Request for Proposals. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15 (F) of the City's Code of Ordinances.

**Bid/Proposal Name: Solid Waste Disposal Services**  
**Bid/Proposal Number: F-4365-13-IS**  
**Bid/Proposal Opening Date: April 8, 2013**

**Firm Name/Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Return to:**  
**City of Hollywood, Florida**  
**c/o: Office of City Clerk**  
**2600 Hollywood Blvd., Rm#: 221**  
**Hollywood, Florida 33020**

NOTE: Always use the label to the left on all packages when returning your bid or proposal to the City.



## **NOTICE TO ALL BIDDERS AND PROPOSERS**

### **Cone of Silence**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

## CITY OF HOLLYWOOD TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. 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. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.)
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **Conditions and Packaging:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
14. **Contract Period (Open-End Contract):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor prior to

the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one-hundred fifty (150) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. 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 in effect when this extension clause is invoked by the City.

15. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.
16. **Payment**
  - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
  - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
  - C. **Payment from Contractor to City:** Payment will be made by the Contractor to the City as specified herein for Recyclable Materials delivered to and processed by the Contractor.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Hollywood reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid. **The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.**
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention,

process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder 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 cost arising from the use of such design, device, or materials in any way involved in the work.

24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
25. **Subcontracting:** Contractor shall not subcontract any work required by this bid, either in whole or in part, without the prior written approval of the City of Hollywood.
26. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgments or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.

Further, Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the City in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, arising out of Contractor's Disposal Facilities, or the performance (or non-performance) of Contractor of its obligations under the Contract.

27. **Termination:** The City of Hollywood reserves the right to cancel any contract resulting from this IFB with or without cause.
28. **Force Majeure:** If the City or the Contractor is prevented from or delayed in performing its duties pursuant to any contract resulting from this IFB due to Force Majeure, then the affected party shall be excused from performance thereunder during the period of such Force Majeure. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. The term "Force Majeure" shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party hereunder that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to, an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences, or damage caused by Hazardous Waste, explosives or radioactive waste entering a facility unless knowingly accepted by Contractor. In any event, Force Majeure shall not include the following: (a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure; (b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a facility which is the result of any action or inaction or failure of the compliance by Contractor or any affiliate; (c) any change in law (other than to the extent that Contractor's physical ability to process waste or recyclables is eliminated due to a change in law); (d) loss or unavailability of personnel desired by Contractor to operate or maintain a facility; (e) wear and tear or obsolescence of any parts or equipment utilized in or at a facility; or (f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for the operation of the facility.
29. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
30. **Local Preference:** Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.
31. **ADA Compliance:** Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
32. **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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**BID FORM**  
**City OF HOLLYWOOD, FLORIDA**

**“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”**

**Special Instructions to Bidders (In addition to General Conditions)**

**SUBMISSION OF FORMAL SEALED BIDS:** The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. The pricing page must be completed in its entirety (all spaces must be filled; no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**PART I – INFORMATION/SPECIAL CONDITIONS**

**1.1 PURPOSE:**

The City of Hollywood, Florida, hereinafter referred to as the “City,” is soliciting bids from responsive and responsible Bidders to provide the following services:

1. Solid Waste Disposal Services,
2. Commingled Waste Processing and Disposal Services,
3. Drop-Off Household Hazardous Waste Services,
4. Drop-Off Commingled Waste Services, and
5. Recyclables Processing Services.

The City reserves the right to award one contract for all services or to award as many as five contracts, one for each service, depending on what is in the best interest of the City. Bidders are not required to bid on all services.

**1.2 SCHEDULE**

The following schedule will be followed for this Invitation for Bid (IFB).

Mandatory pre-bid meeting ..... 1:00 pm, March 19, 2013  
 Deadline for receipt of written questions ..... 5:00 pm, March 21, 2013  
 Bid due date ..... 3:00 pm, April 8, 2013

**1.3 BID SUBMITTAL**

Bids submitted in response to this IFB must be received at the City Clerk's Office by the date and time specified above. Bids received after this date and time shall be returned to the sender unopened and will not be considered.

Bids must be sealed and the Bid Label, found on page 2 of this IFB, must be affixed to the outer wrapping.

Bids submitted by facsimile or e-mail or in pencil shall not be accepted.

It is anticipated that Bids shall be opened at 3:00 p.m. in City Hall, Procurement Services, Room 303, located at 2600 Hollywood Blvd., Hollywood, FL on the same date. In accordance with Florida Statutes, Section 119.071, as amended, Bids are exempt from public disclosure until such time as the City provides notice of an intended award or until thirty (30) days after the opening, whichever is earlier.

Bidders shall be fully acquainted with the conditions relating to the execution of work required in this IFB. Failure of the Bidder to become acquainted with existing conditions and the scope of services will in no way relieve the Bidder of any obligation with respect to its submittal.

Bids may be withdrawn or modified if requested in writing and signed by a person duly authorized to do so and received at the above address prior to the deadline for submitting Bids. All Bids shall remain in effect for a period of ninety (90) days after the last day on which Bids must be submitted.

#### **1.4 MANDATORY PRE-BID CONFERENCE**

Vendors are required to attend a pre-bid conference at City Hall, Commission Chambers, Room 219, 2600 Hollywood Boulevard, Hollywood, Florida 33020 at 1:00 P.M. on March 19, 2013. The purpose of this conference is to allow the City of Hollywood the opportunity to provide clarification and respond to questions from potential bidders relative to any facet of this IFB.

Due to the importance of the bidders having a clear understanding of the specifications/scope of work and requirements for this solicitation, **attendance at this conference is mandated**. Firms not in attendance at the Pre-Bid meeting shall be considered non-responsive and shall be disqualified from the IFB process.

#### **1.5 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this IFB, contact the Procurement Services Division, Joel Wasserman, Director, Procurement Services at 954-921-3290 or his designee. Such contact is to be for clarification purposes only.

All other question regarding this IFB should be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention Ian Superville and Linda Silvey, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail to [lsilvey@hollywoodfl.org](mailto:lsilvey@hollywoodfl.org) and [isuperville@hollywoodfl.org](mailto:isuperville@hollywoodfl.org). **Questions are due no later than 5:00 p.m., March 21, 2013.**

#### **1.6 ADDENDA**

Any modifications or clarifications to this IFB shall be by addenda provided in writing to the same businesses to which the original solicitation documents were mailed or otherwise provided. Bidders shall not rely upon oral representations or discussions with City staff, officials, or the City's consultants.

#### **1.7 CONTRACT TERM**

This IFB is structured to put in place the necessary commitments to provide the services as soon as the City is relieved of its commitment to Broward County's Resource Recovery System (RRS).

**Effective Date.** The Effective Date of any contract resulting from this IFB is the date such contract is executed and signed by both the City and Contractor.

**Commencement Date.** The Commencement Date is the date that service is required to begin pursuant to such contract. The Commencement Dates for each service are as follows:



- Solid Waste Disposal Services – July 3, 2013
- Commingled Waste Disposal Services – July 15, 2013
- Drop-Off Household Hazardous Waste Services – October 1, 2013
- Drop-Off Commingled Waste Services – October 1, 2013
- Recyclables Processing Services – July 3, 2013

Initial Term. The term of such contract shall be for a five (5) year period beginning on the Commencement Date. The Initial Terms for each service are as follows:

- Solid Waste Disposal Services – July 3, 2013 to July 2, 2018
- Commingled Waste Disposal Services – July 15, 2013 to July 14, 2018
- Drop-Off Household Hazardous Waste Services – October 1, 2013 to September 30, 2018
- Drop-Off Commingled Waste Services – October 1, 2013 to September 30, 2018
- Recyclables Processing services – July 3, 2013 to July 2, 2018

Renewal Option. At the option of the City and with the concurrence of the Contractor, such contract may be renewed for two (2) additional terms of five (5) years under the same terms and conditions as the initial term, including amendments, subject to approval by the City Commission.

Termination: The City of Hollywood reserves the right to cancel any contract resulting from this IFB with or without cause.

## **1.8 BID PRICING**

Bidder shall provide the service fees and/or Recyclables revenue as all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the Scope of Services provided in this IFB. Service fees will be adjusted annually as detailed in Section 1.9 of this IFB. Services fees shall not include any revenue sharing offsets to discount the bid price.

## **1.9 COST ADJUSTMENTS**

The costs for all services purchased under this contract shall remain firm for the first year of the initial five (5) year term of the contract. There will be no cost adjustments allowed in the first year of the contract. Costs for each requested service are to be adjusted as detailed in the Technical Specifications/Scope of Services contained in Parts II-VI of this IFB. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.

## **1.10 ELIGIBILITY:**

To be eligible to respond to this IFB, the Bidder must demonstrate that it, or the principals assigned to the project, are fully licensed, permitted, and operational to do work of this nature at the time of bid submittal. For Drop-Off HHW and Drop-Off Commingled Waste services, the Bidder must be licensed, permitted, and operational in Broward County, and ready to receive Drop-Off HHW and Drop-Off Commingled Waste from City residents on September 1, 2013, thirty (30) days prior to the Commencement Date. 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 IFB.

**BIDDER SHALL IDENTIFY ON THE BID RESPONSE FORMS, IN PART VII OF THIS IFB, ALL FACILITIES THAT WILL BE UTILIZED TO PROVIDE THE SERVICES SPECIFIED HEREIN.**

### **1.11 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.

### **1.12 INSURANCE REQUIREMENTS**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$1,000,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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- D. Pollution Liability insurance (not applicable for Contractor providing Recyclables processing services). Recognizing that the required work has the potential to involve the storage, processing or transporting of hazardous materials, the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to the bodily injury, property damage, and environmental damage caused by a pollution incident.

The minimum limits of liability shall be:

\$1,000,000 per Occurrence / \$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

E. **Minimum Level of Coverage.** To ensure an adequate level of outstanding insurance coverage for claims that arise from Contractor's performance under the Contract, Contractor shall maintain a minimum outstanding level of insurance coverage during the Term of this Contract, and any renewal period, in the amount of \$25,000,000 after deducting the amount of any claims filed or made against any policy required under the Contract during the Term of the Contract and any renewal period.

**Please Note:** The City of Hollywood shall be named as an additional insured on any and all required insurance policies. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered into pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

**The City reserves the right to require additional insurance as the City deems necessary.**

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**(Company Name and Authorized Signature, Print Name)**

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

### **1.13 HOLD HARMLESS AND INDEMNITY CLAUSE:**

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**(Company Name and Authorized Signature, Print Name)**

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Further, Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the City in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, arising out of Contractor's Disposal Facilities, or the performance (or non-performance) of Contractor of its obligations under the Contract.

### **1.14 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.

### **1.15 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 up 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 BID SECURITY**

A bid security payable to the City of Hollywood shall be submitted with the bid response in the amount listed for each requested service. Bidders submitting on multiple services are required to submit the requested bid security for each service.

1. Solid Waste Disposal - \$25,000
2. Commingled Waste Disposal - \$10,000
3. Drop-Off HHW Services - \$5,000
4. Drop-Off Commingled Waste Services - \$5,000
5. Recyclables Processing - \$5,000

A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful Bidder as soon as practicable after award of contract. Bid security will be returned to the successful bidder (Contractor) after acceptance of the Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the IFB.

Failure of the successful Bidder to execute a contract, provide a payment and performance bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

### **1.17 DEFINITIONS**

For the purpose of this IFB the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as set forth in Chapter 50 of Hollywood's Code of Ordinance entitled "Solid Waste and Recycling Management and pursuant to state law shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Average Market Value (AMV) means a market index used to determine the revenue paid by the Contractor to the City for Program Recyclables delivered to the Designated Recycling Facility based on monthly fluctuations in the commodity market as defined herein.

Brush Material means all accumulations of shrubbery cuttings, palm fronds, or tree limbs.

Bulk Waste means those wastes that may require special handling and management including, but not limited to, furniture, white goods, concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable, materials resulting from home improvements and any and all household goods that are customary to ordinary housekeeping operations of a residential service account.

City means the City of Hollywood, Florida.

City's Contract Hauler means the firm that is presently, or that may in the future be, under contract with the City to collect and transport Solid Waste and Program Recyclables.

City Commission or Commission means the governing body of the City of Hollywood, Florida.

Commingled Waste means any combination of Brush Material, Yard Waste or Bulk Waste, including but not limited to, furniture, discarded appliances or parts thereof, other household items, metals, yard waste, mulch, land clearing debris, vegetation, tree trimmings and scrap metal including, but not limited to, white goods, duct work, sheet metal, light iron and unprepared scrap iron, and debris collected by the City's Contract Hauler. Excluded materials include liquids, garbage, explosives, hazardous waste, radioactive waste, body waste, dead animals, and fuel tanks.

Commencement Date means the date services pursuant to the Contract commence, or July 3, 2013 for Solid Waste disposal services and Recyclables processing services; July 15, 2013 for Commingled Waste disposal services; or October 1, 2013 for Drop-Off HHW services and Drop-Off Commingled Waste services.

Contract means this IFB and any addenda, Contractor's Bid submittal, and final agreement, including all attachments, schedules, and amendments thereto, executed between the City and the Contractor, governing the provision of services as defined herein.

Contract Administrator means the person designated by the City Manager to administer and monitor the provisions of this Contract.

Contract Year means twelve (12) consecutive months beginning on the Commencement Date and every twelve (12) months thereafter for the term of the Contract.

Contractor means that person or entity that has obtained from the City a Contract to provide the services set forth herein.

Contractor-Generated Waste means Bulk Waste and/or Yard Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Designated Commingled Waste Disposal Facility means the facility designated in the Contract for processing and/or disposal of the City's Commingled Waste.

Designated Commingled Waste Receiving Facility means the facility at which Commingled Waste is received by the Contractor.

Designated Processing Facility means the facility designated in the Contract at which the Contractor will process Program Recyclables, which facility may be the same as or different than the Designated Recycling Facility.

Designated Recycling Facility means the facility designated in the Contract at which the Contractor will receive delivery of Program Recyclables, whether such facility is a materials recovery facility, recovered materials processing facility, or a transfer station.

Designated Solid Waste Disposal Facility means the facility designated in the Contract for disposal of the City's Solid Waste.

Designated Solid Waste Receiving Facility means the facility at which Solid Waste is received by the Contractor.

Drop-Off Commingled Waste means Commingled Waste generated by City residents and accepted by the Contractor at a drop-off location as specified in the Contract. For the purposes of this Contract, Drop-Off Commingled Waste shall include Bulk Waste and Yard Waste delivered by City residents, but not any putrescible waste, commercially generated waste, Contractor-Generated Waste, or Unacceptable Waste.

Drop-Off Commingled Waste Site means the location at which Commingled Waste is received by the Contractor directly from City residents.

Drop-Off Household Hazardous Waste or Drop-Off HHW means Household Hazardous Waste generated by City residents and accepted by the Contractor at a drop-off location as specified in this Contract.

Drop-Off Household Hazardous Waste (HHW) Site means the location at which Household Hazardous Waste, including Electronic Waste, is received by the Contractor directly from City residents and small businesses.

Effective Date means the date this Contract is executed by both the City and Contractor.

Electronic Waste or E-Waste means end-of-life or discarded electronic devices or component parts. For the purposes of this Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, small appliances, and auto/boat batteries from City residents, as well as other items mutually agreed upon by the City and Contractor.

Hazardous Waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

Holiday means a designated holiday on which the Contractor shall not be required to provide service. For the purposes of this Contract, Holiday shall only mean Christmas Day unless additional Holidays are approved by the Contract Administrator.

Household Hazardous Waste or HHW means a waste produced in the home containing hazardous substances that may pose a threat to the environment, wildlife, and/or human health. For the purposes of this Contract, HHW includes aerosol products, ammonia, ammunition, anti-freeze, auto fluids, auto batteries, boat batteries, boat fluids, charcoal starter, compact fluorescent bulbs (CFLs), drain cleaner, fertilizers, fire extinguishers, fireworks, flares, fluorescent tubes, gasoline, herbicides, household cleaners, insect killer, kerosene, lawn chemicals, lighter fluid, mercury thermometers, motor oil, nail polish remover, paint, pesticides, photo chemicals, pool chemicals, propane tanks, rechargeable batteries, rust remover, solvents, spot remover, tires, turpentine, weed killer, wood stains, and wood stripper from residential sources, as well as other items mutually agreed upon by the City and Contractor.

Permitted Commercial Haulers means the firms that are presently, or that may in the future be, permitted by the City to collect and transport commercial solid waste in the City.

Program Recyclables means Recyclable Materials collected by or on behalf of the City and over which the City has control, including newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, aseptic containers, and other materials added by mutual agreement of the City and Contractor.

Recovered Materials means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. In accordance with F.S. § 403.703(24), recovered materials as described above are not solid waste.

Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Rejects means materials, other than Residue, that cannot be recycled and that cannot be processed into Recovered Materials.

Residue means the portion of the Recyclable Material stream accepted buy the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies.

Single Stream means a recycling process that allows for Recyclable Materials to be collected commingled with no sorting required by residents, businesses or haulers.

Solid Waste means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in Section 403.703(24), Florida Statutes, are not Solid Waste.

*For the purposes of this Contract, Solid Waste does not include sludge, Recyclable Materials, Unacceptable Waste, or Commingled Waste.*

Ton means a unit of weight equal to 2,000 pounds, also referred to as a short ton.

Unacceptable Waste means motor vehicles, trailers, or other bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludge, pathological and biological wastes, liquid wastes, sewage, manure, feces (except from small pets), explosives and ordnance materials, radioactive materials, construction and demolition material, rocks, and soil.

Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Contract.

Yard Waste means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

*For the purposes of this Contract, vegetative matter includes grass clippings, loose leaves, and other miscellaneous garden trash. Yard Waste must be generated by City residents. Yard Waste includes Christmas trees, but does not include Contractor-Generated Waste*

### 1.18 GENERAL INFORMATION

The City of Hollywood franchised hauler, Waste Pro, provides solid waste collection service to approximately 34,578 residential accounts. Residential collection service includes the following:

- Twice per week automated collection of Solid Waste in a 95-gallon cart.
- Once per week automated collection of Single Stream Program Recyclables in a 95-gallon recycling cart.
- Once per week collection of Commingled Waste (limited to 4 cubic yards per collection).

Commercial solid waste is collected only by City-permitted commercial waste haulers. Pursuant to Section 50.05(C)(d)(5), Hollywood Code of Ordinances, all permitted waste haulers must deliver solid waste collected within the City to a City-designated facility.

The City is currently part of Broward County's Resource Recovery System (RRS). Therefore, all City Solid Waste and Recyclables must be delivered to RRS-designated facilities. Specifically:

1. All residential and commercial Solid Waste collected by Waste Pro is delivered to one of the two Wheelabrator waste-to-energy facilities, currently at a cost of \$67.53 per ton.
2. All Commingled Waste currently collected by Waste Pro is brought to the City's transfer station where Choice Environmental transports the material to Sun Disposal at a cost of \$5.25 per cubic yard. However, it is the intention of the City to contract for Commingled Waste disposal services and direct its franchised hauler to haul Commingled Waste directly to the Designated Commingled Waste Receiving Facility.
3. All residents are able to bring Household Hazardous Waste, including Electronic Waste, to the County's drop-off facilities for recycling, demanufacturing, reuse and/or disposal.
4. All residents are able to bring Drop-Off Commingled Waste to the County's drop-off facilities for processing and/or disposal.
5. All residential Recyclable Materials are delivered to the RRS-designated Materials Recovery Facility, and the City currently receives \$58.50 per ton in revenue for these materials.

The City's inter-local agreement (ILA) with the RRS is set to expire on July 2, 2013. It is the intention of the City to have a contractor(s) in place before expiration of the ILA to provide services currently provided through the ILA.

Provided below are the approximate amounts of Solid Waste, Commingled Waste, and Program Recyclables collected in the last two years. Fiscal year 2011 tonnage information is not available for Drop-Off HHW and E-Waste or Drop-Off Commingled Waste, therefore only FY 2012 tonnage is provided.

	Residential Solid Waste (tons)	Commercial Solid Waste (est. tons)	Commingled Waste (cubic yards)	Drop-Off HHW & E-Waste (est. tons)	Commingled Waste Drop-Off (est. tons)	Program Recyclables (tons)
FY 2011	41,000	40,000	89,000	n/a	n/a	8,337
FY 2012	42,000	40,000	98,000	101	1,118	8,397



As previously stated, it is the City's intention to have contracts in place to replace the services currently provided by the RRS, before the expiration of the ILA. The City reserves the right to award one contract for all services or to award as many as five contracts, one for each service, depending on what is in the best interest of the City. Bidders are not required to bid on all services.

### **1.19 COMPETENCY OF BIDDERS**

To be eligible to respond to this IFB, the Bidder must demonstrate that it, or its subcontractors, meets the minimum qualification requirements as set forth in each Bidder Response Form found in Part VII of this IFB. Bidder must provide documentation to confirm that it meets the minimum qualifications.

### **1.20 SUBMITTAL REQUIREMENTS**

#### **Bidder Response Form**

Bidder must complete and return the bid packet, including the Bidder Response Form, in its entirety, for each service being bid upon. Bidder must provide documentation to confirm that it meets the minimum qualifications contained therein. Bidders need only complete the Bidder Response Form for which it is submitting. Bidder Response Forms, provided for each requested service, can be found in Part VII Required Forms.

#### **Other Required Documents**

The items listed below should be included in this section. All forms, which are provided in Part VII of this IFB, should be completed, executed, and notarized (if applicable).

Conflict of Interest Disclosure Form

Hold Harmless and Indemnity Clause (Page 11)

Acknowledgement of Addenda

Bid Submittal Completion Confirmation Form

**Bid Security:** Bidder must provide a Bid security in the amount of detailed in Section 1.16 of this IFB. This Bid security shall be in the form of a bond provided by a surety company authorized to do business in Florida, certified check, cashier's check, irrevocable letter of credit, or alternate form of security acceptable to the City. The Bid securities of unsuccessful Bidders will be returned upon execution of a Contract or until the IFB process is otherwise terminated. The Bid security of the successful Bidder will be retained until the Contract has been executed and the Bidder has furnished the required certificates of insurance and performance bond, as set forth in the Contract.

**\*\*\*\* NOTE: It is the responsibility of each Bidder to redact all financial information (i.e., social security numbers and bank account numbers) from your Bid prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).**

**1.21 AWARD OF CONTRACT(S)**

Selection of a firm shall be in accordance with this IFB and the City's Purchasing Code. The City reserves the right to cancel this IFB or to reject any or all Bids in whole or in part when it is in the best interest of the City.

Bids will be evaluated to identify responsive and responsible bidders. The City reserves the right to make additional inquiries, request additional information, obtain credit reports, and/or contact other local governments that have contracted with the Bidder. Firms and individuals who do not provide the information requested shall be disqualified from further consideration.

The responsive and responsible Bidder with the lowest service fee for each service will be recommended for award of disposal contracts. The responsive and responsible Bidder with the highest recycling revenue will be recommended for award of a Recyclables processing contract. Final selection of contractors for contract award is subject to approval by the City Commission.

**PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**  
**FOR**  
**SOLID WASTE DISPOSAL SERVICES**

**2.1 CONTRACTOR'S SOLID WASTE DISPOSAL RESPONSIBILITIES**

**2.1.1. Designated Facilities**

- (i) Contractor shall utilize the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility as specified on its Bidder Response Form for Solid Waste Disposal.
- (ii) The Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility may be changed only with prior written approval by the Contract Administrator. The Contractor shall not take the City's Solid Waste to any other disposal facility than the Designated Solid Waste Disposal Facility unless prior written approval is given by the Contract Administrator.
- (iii) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility.
- (iv) The Contractor shall ensure that the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- (v) The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility. Operating practices shall include, but not be limited to, the receipt, loading, storage, transport, and disposal of Solid Waste. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.

**2.1.2. Solid Waste Acceptance and Disposal**

- (i) Beginning on the Commencement Date, the City shall direct the City's Contract Hauler and Permitted Commercial Haulers to deliver all Solid Waste collected within the City to the Designated Solid Waste Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Solid Waste that will be delivered to the Designated Solid Waste Receiving Facility.
- (ii) Beginning on the Commencement Date, the Contractor shall accept deliveries of Solid Waste at the Designated Solid Waste Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Solid Waste Receiving Facility may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (iii) The Designated Solid Waste Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Solid Waste Facility site to

exit from the facility site shall not exceed twenty (20) minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within twenty-four (24) hours' notice.

- (iv) The Designated Solid Waste Receiving Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Solid Waste delivery vehicles. Such scales shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify scales no less frequently than annually.
- (v) The Contractor shall weigh all trucks transporting Solid Waste generated within the City that enter the Designated Solid Waste Receiving Facility, record such weights separate from all other materials as specified herein, and generate reports of incoming Solid Waste as required herein or requested by the City. The Contractor shall take all reasonable efforts to ensure that Solid Waste generated within the City is correctly documented. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days.
- (vi) Upon acceptance of Solid Waste at the Designated Solid Waste Receiving Facility, the Contractor shall assume ownership of such Solid Waste. The Contractor shall bear all costs associated with transporting and disposing of the City's Solid Waste, including transport to the Designated Solid Waste Disposal Facility, if applicable.
- (vii) If Unacceptable Waste is found within a load of Solid Waste delivered by the City's Contract Hauler to the Designated Receiving Facility, the Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, that delivered the Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws. The cost of managing and disposing of such Unacceptable Waste shall be borne by the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.
- (viii) If Unacceptable Waste is found within a load of Solid Waste delivered by a Permitted Commercial Hauler, the Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws. The cost of managing and disposing of such Unacceptable Waste shall be decided between the Contractor and the Permitted Commercial Hauler.

### 2.1.3. Record Keeping

- (i) The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (ii) The Contractor shall maintain records of the amounts of the City's Solid Waste received at the Designated Solid Waste Receiving Facility. Such records shall be kept separate and apart from all other records maintained by the Contractor. Records shall distinguish between residential Solid Waste

and commercial Solid Waste, and shall provide delivery date and time, hauler name, vehicle number, and net weight.

- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.
- (iv) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.

#### 2.1.4. Reporting

- (i) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of residential Solid Waste and commercial Solid Waste received at the Designated Solid Waste Receiving Facility during the previous month, as well as a breakdown by delivery date and time, hauler name, vehicle number, and quantity. If applicable, the report should include any tonnage diverted from disposal by the Contractor.
- (ii) Within thirty (30) days after the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of residential Solid Waste and commercial Solid Waste delivered, broken down by hauler, to the Designated Solid Waste Receiving Facility during the Contract Year and total tonnage diverted from disposal (if applicable).
- (iii) At least thirty (30) days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

#### 2.1.5. Solid Waste Disposal Fee

- (i) The per-Ton fee for receipt, management, and disposal of the City's residential and commercial Solid Waste, and providing all related services as specified herein, is as specified in the Bidder Response Form for Solid Waste Disposal of this IFB. This fee is hereinafter referred to as the "Solid Waste Disposal Fee."
- (ii) The Solid Waste Disposal Fee shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Solid Waste Disposal Fee shall be adjusted based on eighty percent (80%) of the annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor

Statistics, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual Solid Waste Disposal Fee adjustment exceed three percent (3%) of the Solid Waste Disposal Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.

- (iii) The City shall be responsible for payment of the Solid Waste Disposal Fee for residential Solid Waste, as specified in Section 2.1.6. The Contractor shall collect payment for disposal of commercial Solid Waste from the City's Permitted Commercial Haulers. The City will not be responsible for payment of disposal of Solid Waste delivered by any hauler other than the City's Contract Hauler, regardless of whether such hauler identifies the Solid Waste as generated by City residents.

#### 2.1.6. Invoicing and Payment

- (i) The Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to the Contractor for disposal of residential Solid Waste during the previous month.
- (ii) The City shall remit payment within thirty (30) days of invoice receipt.

## 2.2 PERFORMANCE BOND

Prior to commencing services, the Contractor shall furnish to the City, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in an amount equal to six (6) months of Solid Waste Disposal Fees as estimated in the Bidder's Response Form for Solid Waste Disposal.

## 2.3 LIQUIDATED DAMAGES

The City may assess liquidated damages against the Contractor for failing to provide Solid Waste disposal services in compliance with requirements of the Contract. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

- |  |                             |
|--|-----------------------------|
| 1. Failure to accept Solid Waste during scheduled receiving hours (Section 2.1.2(ii).)                                       | \$500 per unaccepted load   |
| 2. Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes (Section 2.1.2(iii).) | \$300 per day               |
| 3. Failure to submit timely records and reports (Section 2.1.4.)   | \$300 per calendar day late |

**PART III – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**  
**FOR**  
**COMMINGLED WASTE DISPOSAL SERVICES**

**3.1 CONTRACTOR’S COMMINGLED WASTE DISPOSAL RESPONSIBILITIES**

**3.1.1. Designated Facilities**

- (i) Contractor shall utilize the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility as specified on its Bidder Response Form for Commingled Waste Disposal.
- (ii) The Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility may be changed only with prior written approval by the Contract Administrator. The Contractor shall not take the City’s Commingled Waste to any other disposal facility than the Designated Commingled Waste Disposal Facility unless prior written approval is given by the Contract Administrator.
- (iii) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility.
- (iv) The Contractor shall ensure that the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- (v) The City shall have the right, during the Contractor’s hours of operation, to inspect both the operating and maintenance practices of the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, and disposal of Commingled Waste. The Contractor shall reasonably accommodate the City’s inspection rights described herein, provided it does not create a safety hazard.

**3.1.2. Commingled Waste Acceptance, Processing and Disposal**

- (i) Beginning on the Commencement Date, the City shall direct the City’s Contract Hauler to deliver all residential Commingled Waste to the Designated Commingled Waste Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Commingled Waste that will be delivered to the Designated Commingled Waste Receiving Facility.
- (ii) Beginning on the Commencement Date, the Contractor shall accept deliveries of Commingled Waste at the Designated Commingled Waste Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Commingled Waste Receiving Facility may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (iii) The Designated Commingled Waste Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Commingled

Waste Facility site to exit from the facility site shall not exceed twenty (20) minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within twenty-four (24) hours' notice.

- (iv) The Designated Commingled Waste Receiving Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Commingled Waste delivery vehicles. Such scales shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify scales no less frequently than annually.
- (v) The Contractor shall weigh all trucks transporting Commingled Waste that enter the Designated Commingled Waste Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Commingled Waste as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days.
- (vi) Upon acceptance of Commingled Waste at the Designated Commingled Waste Receiving Facility, the Contractor shall assume ownership of such Commingled Waste. The Contractor shall bear all costs associated with processing and disposing of the City's Commingled Waste, including transport to the Designated Commingled Waste Disposal Facility, if applicable.
- (vii) To the extent practical, the Contractor shall recycle any recyclable items collected in the Commingled Waste, including White Goods, and shall mulch, compost, or otherwise recycle Yard Waste.
- (viii) If Unacceptable Waste is found within a load of Commingled Waste delivered by the City's Contract Hauler to the Designated Commingled Waste Receiving Facility, the Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, that delivered the Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws. The cost of managing and disposing of such Unacceptable Waste shall be borne by the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.

### 3.1.3. Record Keeping

- (i) The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (ii) The Contractor shall maintain records of the amounts of the City's Commingled Waste received at the Designated Commingled Waste Receiving Facility. Such records shall be kept separate and apart from all other records maintained by the Contractor. Records shall provide delivery date and time, vehicle number, and net weight.



- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.
- (iv) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.

#### 3.1.4. Reporting

- (i) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Commingled Waste received at the Designated Commingled Waste Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity. The report should include total tonnage diverted (by material type) from disposal by the Contractor.
- (ii) Within thirty (30) days after the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of Commingled Waste delivered to the Designated Commingled Waste Receiving Facility during the Contract Year and total tonnage diverted (by material type) from disposal.
- (iii) At least thirty (30) days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

#### 3.1.5. Commingled Waste Disposal Fee

- (i) The per-Ton fee for receipt, management, and disposal of the City's residential Commingled Waste, and providing all related services as specified herein, is as specified in the Bidder Response Form for Commingled Waste Disposal of this IFB. This fee is hereinafter referred to as the "Commingled Waste Disposal Fee."
- (iv) The Commingled Waste Disposal Fee shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Commingled Waste Disposal Fee shall be adjusted based on eighty percent (80%) of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual Commingled Waste Disposal Fee adjustment exceed three percent (3%) of the Commingled Waste Disposal Fee paid by the City during the previous Contract Year. The fee(s)

in any subsequent term(s) shall be calculated in the same manner as in the initial term.

- (ii) The City shall be responsible for payment of the Commingled Waste Disposal Fee for Commingled Waste, as specified in Section 3.1.6. The City will not be responsible for payment of disposal of Commingled Waste delivered by any hauler other than the City's Contract Hauler, regardless of whether such hauler identifies the Commingled Waste as generated by City residents.

#### 3.1.6. Invoicing and Payment

- (i) The Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to the Contractor for disposal of Commingled Waste during the previous month.
- (ii) The City shall remit payment within thirty (30) days of invoice receipt.

### 3.2 PERFORMANCE BOND

Prior to commencing services, the Contractor shall furnish to the City, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in an amount equal to six (6) months of Commingled Waste Disposal Fees as estimated in the Bidder's Response Form for Commingled Waste Disposal.

### 3.3 LIQUIDATED DAMAGES

The City may assess liquidated damages against the Contractor for failing to provide Commingled Waste disposal services in compliance with requirements of the contract. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

- |   |                             |
|---|-----------------------------|
| 1. Failure to accept Commingled Waste during scheduled receiving hours (Section 3.1.2.(ii))                                   | \$500 per unaccepted load   |
| 2. Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes (Section 3.1.2.(iii).) | \$300 per day               |
| 3. Failure to submit timely records and reports (Section 3.1.4.)  | \$300 per calendar day late |

**PART IV – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**  
**FOR**  
**DROP-OFF HOUSEHOLD HAZARDOUS WASTE SERVICES**

**4.1 CONTRACTOR’S DROP-OFF HHW SERVICES RESPONSIBILITIES**

4.1.1. Designated Site

- (i) Contractor shall utilize the Drop-Off HHW Site as specified on its Bidder Response Form for Drop-Off HHW Services.
- (ii) The Drop-Off HHW Site may be changed only with prior written approval by the Contract Administrator.
- (iii) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Drop-Off HHW Site.
- (iv) The Contractor shall ensure that the Drop-Off HHW Site is operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- (v) At least sixty (60) days prior to the Commencement Date, the Contractor shall provide the City with an Operations Plan detailing the following:
  - Number of staff personnel and minimum level of training of such staff. Drop-Off HHW Site staff shall receive training in accordance with OSHA 29 CFR §1910.120.
  - Set up of site, including whether it is to be temporary or permanent in nature, traffic control, ingress and egress, and restricted areas.
  - Logistics of how materials will be received and logged, including any weighing, upon arrival. Plan to list on-site equipment and include sample log sheets.
  - Methodology of how materials will be managed, collated, containerized and/or palletized, tracked, weighed, and/or transported from the Drop-Off HHW site to final disposal/recycling facilities.
  - Site safety, chemical containment, and spill containment plans.
  - Logistics of how Contractor intends to operate a latex paint recycling program.
  - Methodology for ensuring accurate invoicing to the City, including sample invoice.

The Operations Plan is subject to approval by Contract Administrator.

- (vi) At least sixty (60) days prior to the Commencement Date, the Contractor shall provide documentation of end markets for all HHW and E-Waste (collectively referred to as “HHW”). Documentation may be in the form of (1) letter of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from Contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). The Contractor shall keep this

information current throughout the term of the Contract. Should the environmental or regulatory compliance record of an end market warrant, the City reserves to require the Contractor to change end markets.

- (vii) The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Drop-Off HHW Site. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, and disposal of Drop-Off Household Hazardous Waste. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.

#### 4.1.2. Drop-Off Household Hazardous Waste Acceptance and Disposal

- (i) At least sixty (60) days prior to the Commencement Date, the Contractor shall have an operational Drop-Off HHW Site that is able to receive HHW directly from City residents and small businesses. The City makes no assurances or guarantees regarding the quantity of HHW that will be delivered to the Drop-Off HHW Site.
- (ii) At least thirty (30) days prior to the Commencement Date, the Contractor shall perform a dry run of providing Drop-Off HHW services to City residents and small businesses.
- (iii) The Contractor shall accept deliveries of HHW at the Drop-Off HHW Site between the hours of 9:00 a.m. and 5:00 p.m. on each Saturday. The Drop-Off HHW Site is to be open to the public for a total of eight (8) hours each week. The Drop-Off HHW Site may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (iv) The Contractor shall ensure that HHW is accepted from City residents only, via valid identification or other means. Small businesses shall be allowed to utilize the Drop-Off HHW Site upon verification of a City business license.
- (v) The Contractor is solely responsible for complying with all local, State, and Federal regulations regarding packaging, recycling, demanufacturing, and transporting E-Waste and HHW, including any and all requirements mandated by Federally permitted facilities.
- (vi) The Contractor shall accept, weigh, transfer, recycle, reuse and/or dispose of HHW and E-Waste delivered by City residents as detailed in the Contractor's Operations Plan. Any scales used to weigh E-Waste and HHW for the purposes of invoicing the City shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify such scales no less frequently than annually.
- (vii) The Contractor shall provide traffic control, adequate ingress and egress, and adequate staff to prevent long waits for City residents.
- (viii) The Contractor is responsible for maintenance, servicing, and certification of any and all scales annually. Copy of scale certifications shall be provided to the City within twenty-four (24) hours after calibration.
- (ix) Upon acceptance of HHW and E-Waste at the Drop-Off HHW Site, the Contractor shall assume ownership and bear all costs associated with processing, transporting, recycling, reusing, and/or disposing of such materials.

- (x) Contractor shall administer a free recycled paint program, which converts latex paint received at the Drop-Off HHW Site into high-quality exterior paint. Contractor is responsible for all equipment, staff, and resources needed to administer this program and bear all costs associated with free recycled paint program. All recycled paint to be distributed, free-of-charge, to City residents. Logistics of the latex paint recycling program shall be included in the Contractor's Operations Plan.

#### 4.1.3. Record Keeping

- (i) The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (ii) The Contractor shall maintain records of the amounts of the City's HHW received at the Drop-Off HHW Site. Such records shall be kept separate and apart from all other records maintained by the Contractor. Records shall kept as detailed in the Contractor's Operations Plan and shall, at a minimum, provide delivery date and time, vehicle type, and list of materials received by type. All weight data to be performed and recorded as detailed in the Contractor's Operations Plan.
- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.
- (iv) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.

#### 4.1.4. Reporting

- (i) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator., in the Contractor's Operations Plan. At a minimum the report shall provide the total tonnage of City HHW received at the Drop-Off HHW Site during the previous month, as well as a breakdown by delivery date and time, vehicle type, and quantity of materials received by type.
- (ii) Within thirty (30) days after the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of City HHW received at the Drop-Off HHW Site during the Contract Year and the total Tons diverted from disposal.
- (iii) At least thirty (30) days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

#### 4.1.5. Public Education and Information

- (i) The Contractor shall, at no cost to the City, provide educational and outreach materials in the form of a trilingual, stand-alone flyer that will be made available to participants at the Drop-Off HHW Site as well an electronic version capable of being uploaded to the City's website. Contractor also shall provide the City with sufficient flyers, as requested by the Contract Administrator, for dissemination at City buildings and other locations as determined by the City.
- (ii) The Contractor shall, at no cost to the City, advertise the program in Horizons, Sun-Sentinel, and/or other local newspapers at least monthly. Advertisements should detail the location of the Drop-Off HHW Site, the operating hours, and the materials accepted.

#### 4.1.6. Drop-Off HHW Service Fee

- (i) The per-item recycling/disposal fee/revenue and monthly flat rate fee for operating the Drop-Off HHW Site to accept, process, demanufacture, and/or dispose of the City's Drop-Off HHW, and providing all related services as specified herein, is as specified in Bidder Response Form for Drop-Off HHW Services of this IFB. This fee is hereinafter referred to as the "Drop-Off HHW Service Fees." Any per-item revenues shall be deducted from the fees owed by the City to the Contractor.
- (v) The Drop-Off HHW Service Fees shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Drop-Off HHW Service Fees shall be adjusted based on eighty percent (80%) of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual Drop-Off HHW Service Fees adjustment exceed three percent (3%) of the Drop-Off HHW Service Fees paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.
- (ii) The City shall be responsible for payment of the Drop-Off HHW Service Fees for Drop-Off HHW, as specified in Section 4.1.7.

#### 4.1.7. Invoicing and Payment

- (i) The Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to the Contractor for the acceptance, processing, recycling, demanufacturing, and/or disposal of Drop-Off HHW during the previous month.
- (ii) The City shall remit payment within thirty (30) days of invoice receipt.

## 4.2 PERFORMANCE BOND

Prior to commencing services, the Contractor shall furnish to the City, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in an amount equal to six (6) months of Drop-Off HHW Service Fees as estimated in the Bidder's Response Form for Drop-Off HHW Services.

## 4.3 LIQUIDATED DAMAGES

The City may assess liquidated damages against the Contractor for failing to provide Drop-Off HHW services in compliance with requirements of this Contract. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

- |    |   |                             |
|----|---|-----------------------------|
| 1. | Failure to accept Drop-Off HHW during scheduled receiving hours (Section 4.1.2.(iii)) | \$300 per instance          |
| 2. | Failure to submit timely records and reports (Section 4.1.4.)                         | \$200 per calendar day late |
| 3. | Failure to advertise facility (Section 4.1.5.)  | \$500 per instance          |

**PART V – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**  
**FOR**  
**DROP-OFF COMMINGLED WASTE SERVICES**

**5.1 CONTRACTOR’S DROP-OFF COMMINGLED WASTE RESPONSIBILITIES**

5.1.1. Designated Site

- (i) Contractor shall utilize the Drop-Off Commingled Waste Site as specified on its Bidder Response Form for Drop-Off Commingled Waste Services.
- (ii) The Drop-Off Commingled Waste Site may be changed only with prior written approval by the Contract Administrator.
- (iii) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Drop-Off Commingled Waste Facility.
- (iv) At least sixty (60) days prior to the Commencement Date, the Contractor shall provide the City with an Operations Plan detailing the following:
  - Number of staff personnel to be on site during operating hours.
  - Set up of site, including whether it is to be temporary or permanent in nature, traffic control, and restricted areas.
  - Logistics of how materials will be received and logged, including any weighing, upon arrival. Plan to list on-site equipment and include sample log sheets.
  - Site Safety Plan.
  - Methodology of how materials will be managed, containerized, tracked, weighed, and/or transported from the Drop-Off Commingled Waste site to final disposal/recycling facilities.
  - Details regarding any processing of Drop-Off Commingled Waste that will take place at Drop-Off Commingled Waste Site or final disposal facility.
  - Methodology for ensuring accurate invoicing to the City, including sample invoice.
  - Logistics of how materials will be received, managed, processed, recycled, weighed, and/or transported from Drop-Off Commingled Waste Site.

Operations Plan is subject to approval by Contract Administrator.

- (v) The Contractor shall ensure that the Drop-Off Commingled Waste Site is operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- (vi) The City shall have the right, during the Contractor’s hours of operation, to inspect both the operating and maintenance practices of the Drop-Off Commingled Waste Site. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, and disposal of Drop-Off Commingled Waste. The Contractor shall reasonably accommodate the City’s inspection rights described herein, provided it does not create a safety hazard.



### 5.1.2. Drop-Off Commingled Waste Acceptance and Disposal

- (i) At least sixty (60) days prior to the Commencement Date, the Contractor shall have an operational Drop-Off Commingled Waste Site that is able to receive Drop-Off Commingled Waste directly from City residents. The City makes no assurances or guarantees regarding the quantity of Commingled Waste that will be delivered to the Drop-Off Commingled Waste Site.
- (ii) At least thirty (30) days prior to the Commencement Date, the Contractor shall perform a dry run of providing Drop-Off Commingled Waste services to City residents.
- (iii) The Contractor shall accept deliveries of Drop-Off Commingled Waste at the Drop-Off Commingled Waste Site between the hours of 9:00 a.m. and 5:00 p.m. on each Saturday. The Drop-Off Commingled Waste Site is to be open to the public for a total of eight (8) hours each week. The Drop-Off Commingled Waste Site may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (iv) The Contractor shall provide traffic control, adequate ingress and egress, and adequate staff to prevent long waits for City residents.
- (v) The Contractor shall ensure that Drop-Off Commingled Waste is accepted from City residents only, via valid identification or other means. No commercial or Contractor-Generated Waste is to be accepted.
- (vi) The Contractor shall accept, transfer, recycle, reuse and/or dispose of Drop-Off Commingled Waste delivered by City residents. The Contractor shall weigh all Drop-Off Commingled Waste received at the Drop-Off Commingled Waste Site as outlined in the Contractor's Operations Plan. Any scales used to weigh Drop-Off Commingled Waste for the purposes of invoicing the City shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify such scales no less frequently than annually.
- (vii) Upon acceptance of Drop-Off Commingled Waste at the Drop-Off Commingled Waste Site, the Contractor shall assume ownership of such Drop-Off Commingled Waste. The Contractor shall bear all costs associated with processing, transporting and disposing of the City's Drop-Off Commingled Waste, including transport to a Commingled Waste disposal facility, if applicable.
- (viii) To the extent practical, the Contractor shall recycle any recyclable items collected in the Commingled Waste, including White Goods, and shall mulch, compost, or otherwise recycle Yard Waste.

### 5.1.3. Record Keeping

- (i) The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (ii) The Contractor shall maintain records of the amounts of the City's Drop-Off Commingled Waste received at the Drop-Off Commingled Waste Site. Such records shall be kept separate and apart from all other records maintained

by the Contractor. Records shall provide delivery date and time, vehicle type, and net weight by material type. All weighing to be performed as detailed in the Contractor's Operations Plan.

- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.
- (v) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.

#### 5.1.4. Reporting

- (i) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Drop-Off Commingled Waste received at the Drop-Off Commingled Waste Site during the previous month, as well as a breakdown by delivery date and time, vehicle type, and quantity. The report should include any tonnage diverted (by materials type) from disposal by the Contractor.
- (ii) Within thirty (30) days after the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of Drop-Off Commingled Waste received at the Drop-Off Commingled Waste Site during the Contract Year and the total tons diverted from disposal, by material type.
- (iii) At least thirty (30) days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

#### 5.1.5. Public Education and Information

- (i) The Contractor shall, at no cost to the City, provide educational and outreach materials in the form of a trilingual stand-alone flyer that will be made available to participants at the Drop-Off Commingled Waste Site as well an electronic version capable of being uploaded to the City's website. Contractor also shall provide the City with sufficient flyers, as requested by the Contract Administrator, for dissemination at City buildings and other locations as determined by the City.
- (ii) The Contractor shall, at no cost to the City, advertise the program in Horizons, Sun-Sentinel, and/or other local newspapers at least monthly. Advertisements should detail the location of the Drop-Off Commingled Waste Site, the operating hours, and the materials accepted.

#### 5.1.6. Drop-Off Commingled Waste Service Fee

- (i) The per-ton processing and/or disposal fee and monthly flat rate fee for operating the Drop-Off Commingled Waste Site to accept, weigh, process, and/or dispose of the City's Drop-Off Commingled Waste, and providing all related services as specified herein, is as specified in the Bidder Response Form for Drop-Off Commingled Waste Services of this IFB. This fee is hereinafter referred to as the "Drop-Off Commingled Waste Service Fees."
- (vi) The Drop-Off Commingled Waste Service Fee shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Drop-Off Commingled Waste Service Fee shall be adjusted based on eighty percent (80%) of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual Drop-Off Commingled Waste Service Fees adjustment exceed three percent (3%) of the Drop-Off Commingled Waste Service Fees paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.
- (ii) The City shall be responsible for payment of the Drop-Off Commingled Waste Service Fees for Drop-Off Commingled Waste, as specified in Section 5.1.7.

#### 5.1.7. Invoicing and Payment

- (i) The Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to the Contractor for the acceptance, transfer, recycling, reuse, and/or disposal of Drop-Off Commingled Waste during the previous month.
- (ii) The City shall remit payment within thirty (30) days of invoice receipt.

### 5.2 PERFORMANCE BOND

Prior to commencing services, the Contractor shall furnish to the City, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in an amount equal to six (6) months of Drop-Off Commingled Waste Service Fees as estimated in the Bidder's Response Form for Drop-Off Commingled Waste Services.

### 5.3 LIQUIDATED DAMAGES

The City may assess liquidated damages against the Contractor for failing to provide Drop-Off Commingled Waste services in compliance with requirements of this contract. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

1. Failure to accept Drop-Off Commingled Waste during \$300 per instance

scheduled receiving hours (Section 5.1.2.(iii))

- |    |   |                             |
|----|---|-----------------------------|
| 2. | Failure to submit timely records and reports (Section 5.1.4.) | \$200 per calendar day late |
| 3. | Failure to advertise site (Section 5.1.5.)                    | \$500 per instance          |

**PART VI – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**  
**FOR**  
**RECYCLABLES PROCESSING**

**6.1 CONTRACTOR’S RECYCLABLES PROCESSING RESPONSIBILITIES**

**6.1.1. Designated Facilities**

- (i) Contractor shall utilize the Designated Recycling Facility and Designated Processing Facility as specified on its Bidder Response Form for Recyclables Processing.
- (ii) The Designated Recycling Facility and Designated Processing Facility may be changed only with prior written approval by the Contract Administrator.
- (iii) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Recycling Facility and Designated Processing Facility.
- (iv) The Contractor shall ensure that the Designated Recycling Facility and Designated Processing Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- (v) The City shall have the right, during the Contractor’s hours of operation, to inspect both the operating and maintenance practices of the Designated Recycling Facility and Designated Processing Facility. Operating practices shall include, but not be limited to, the receipt, separation, processing, loading, storage, and transport of Recyclable Materials and Recovered Materials. The Contractor shall reasonably accommodate the City’s inspection rights described herein, provided it does not create a safety hazard.

**6.1.2. Materials Acceptance**

- (i) Beginning on the Commencement Date, the City shall direct the City’s Contract Hauler to deliver all Program Recyclables to the Designated Recycling Facility during the scheduled receiving hours specified herein. Program Recyclables will be delivered Single Stream. The City makes no assurances or guarantees regarding the quantity of Program Recyclables that will be delivered to the Designated Recycling Facility.
- (ii) Beginning on the Commencement Date, the Contractor shall accept deliveries of Program Recyclables at the Designated Recycling Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Recycling Facility may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (iii) Program Recyclables are as defined in Section 1.17. The City reserves the right to designate or remove other Recyclable Materials as Program Recyclables if the contracting parties agree it is technically feasible.
- (iv) The Designated Recycling Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle

turnaround time from arrival at the facility site to exit from the facility site shall not exceed twenty (20) minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within twenty-four (24) hours' notice.

- (v) The Designated Recycling Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Program Recyclables delivery vehicles. Such scales shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify scales no less frequently than annually.
- (vi) The Contractor shall weigh all trucks transporting Program Recyclables that enter the Designated Recycling Facility, record such weights separate from all other materials, and generate reports of incoming Program Recyclables as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days.
- (vii) If Hazardous Waste is found within a load of Program Recyclables delivered by the City or its agents to the Designated Receiving Facility, the Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Hazardous Waste and the truck, including the truck number, that delivered the waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Hazardous Waste in accordance with all applicable laws. The cost of managing and disposing of such Hazardous Waste shall be borne by the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.
- (viii) In the event the Contractor fails, refuses, or is unable to accept Program Recyclables on the Commencement Date or thereafter during the term of the Contract, the Contractor will be liable for all hauling, processing, transportation, disposal charges and any other related costs that may be incurred by the City with respect to recycling and marketing such materials.

#### 6.1.3. Transport, Processing, Marketing, and Disposal

- (i) Upon acceptance of Program Recyclables at the Designated Recycling Facility, the Contractor shall bear all costs associated with processing or transporting Program Recyclables and marketing and transporting Recovered Materials. The Contractor is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue, resulting from the processing of Program Recyclables.
- (ii) Unless the Contractor has prior permission from the City, the Contractor shall not dispose of and/or landfill any Program Recyclables or Recovered Materials resulting from the processing of Program Recyclables. The Contractor shall not knowingly, or without reasonable assumption, sell Program Recyclables or Recovered Materials resulting from processing of Program Recyclables to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue.

#### 6.1.4. Record Keeping

- (i) The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (ii) The Contractor shall maintain records of the amounts of Program Recyclables received at the Designated Recycling Facility. Such records shall be kept separate and apart from all other records maintained by the Contractor.
- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.
- (iv) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.

#### 6.1.5. Reporting

- (i) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Program Recyclables received at the Designated Recycling Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity.
- (ii) Within thirty (30) days of the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of Program Recyclable delivered to the Designated Facility during the Contract Year and the net tonnage diverted from disposal. Additionally, the Contractor shall submit a copy of the annual report submitted to FDEP summarizing Recyclable Materials deliveries by type, quantity, and source.
- (iii) At least thirty (30) days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

#### 6.1.6. Public Education and Information

- (i) The Contractor shall, at no cost to the City, provide an educational presentation and educational materials for distribution at up to two (2) events per Contract Year as requested by the City.
- (ii) The Contractor shall, at no cost to the City, provide tours of the Designated Recycling Facility upon at least seven (7) calendar days' notice by the City. The Contractor shall provide personnel (trilingual upon request) to lead the tour and all necessary personal safety equipment. Designated areas for

tour-group participants to safely observe the operations of the facility will be jointly agreed to by both the City and the Contractor prior to conducting any tours.

#### 6.1.7. Program Recyclables Revenue

- (i) The Contractor shall pay the City monthly for each Ton of inbound Program Recyclables delivered to the Designated Recycling Facility, as determined by the Designated Recycling Facility's scales. The payment per Ton shall be calculated as follows and as in the Bidder Response Form for Recyclables Processing:
  - (1) Each month, the Contractor shall calculate the Average Market Value (AMV) of the Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the Bidder Response Form for Recyclables Processing. If at any time during the term of this Agreement RecyclingMarkets.net no longer posts or otherwise fails to provide the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
  - (2) A Contractor's Fee of fifty dollars (\$50.00) per Ton shall be deducted from the AMV. The Contractor's Fee of fifty dollars (\$50) shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Contractor's Fee shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index (CPI) between the month of April in the previous year and the month of April in the current year. The CPI will be the Consumer Price Index for the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, (series ID #CWURO300SA0) published by the United States Department of Labor, Department of Labor Statistics. The total adjustment to the Contractor's Fee in any given year shall not exceed two percent (2%) of the previous year's Contractor's Fee. If the CPI Index is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.
  - (3) The Contractor shall pay the City a percentage, as provided in Bidder Response Form for Recyclables Processing, of the remaining amount, for each Ton of inbound Program Recyclables delivered to the Designated MRF during that month.
  - (4) If the AMV is less than the Contractor's Fee of fifty dollars (\$50.00), the Contractor shall make no payment to the City and the City shall make no payment to the Contractor. At no time shall the City make payment to the Contractor for accepting, processing, or marketing Program Recyclables, regardless of the AMV.



- (ii) The City or Contractor may conduct a composition study of Program Recyclables delivered to the Designated Recycling Facility. The party requesting such study shall pay for the study unless otherwise agreed upon. The final methodology and selection of a qualified entity to conduct the study must be approved by the City. The City reserves the right to have a representative onsite throughout the recycling composition study. Study results are subject to final approval by the City, which shall not be unreasonably withheld. If approved by the City, adjustments to the composition percentages provided in Bidder Response Form for Recyclables Processing shall be made and shall become effective for the following month and the remainder of the Contract, or until further adjusted in a future composition study.
- (iii) The Contractor acknowledges and accepts that the formula outlined in Section 6.1.7 shall be used for calculating revenue throughout the term of the Contract. It is intended to reflect the current value of Program Recyclables, but might not be an exact calculation of that value. If the commodity revenue received by the Contractor differs from the market index or the Contractor's Fee does not accurately reflect the Contractor's cost for accepting, processing, and marketing Program Recyclables, the Contractor shall have taken such items into consideration when bidding the percentage of the AMV less the Contractor's Fee that it will pay to the City. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.

#### 6.1.8. Invoicing and Payment

- (i) No later than the fifteenth (15th) day of each month, the Contractor shall submit a monthly report, in a form acceptable to the City, detailing the total revenue due to the City for the Program Recyclables delivered to the Designated Recycling Facility during the previous month.
- (ii) The Contractor shall remit payment of said revenue, as detailed in the monthly report, within thirty (30) calendar days from the end of the month for which the payment is due.

### 6.2 PERFORMANCE BOND

Prior to commencing services, the Contractor shall furnish to the City, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in an amount equal to six (6) months of Recyclables Revenue as estimated in the Bidder's Response Form for Recyclables Processing.

### 6.3 LIQUIDATED DAMAGES

The City may assess liquidated damages against the Contractor for failing to provide recyclables processing services in compliance with requirements of this IFB. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

1. Failure to accept Recyclable Materials during scheduled receiving hours (Section 6.1.2.(ii))      \$500 per unaccepted load

- |    |   |                             |
|----|---|-----------------------------|
| 2. | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes (Section 6.1.2.(iv).)       | \$300 per day               |
| 3. | Disposing of Recyclable Materials or Recovered Materials without prior approval of the Executive Director (Section 6.1.3.(ii).) | \$1,000 per occurrence      |
| 4. | Failure to submit timely records and reports (Section 6.1.5.)   | \$200 per calendar day late |
| 5. | Failure to make timely payment to the City (Section 6.1.8.)   | \$200 per calendar day late |

## PART VII – REQUIRED FORMS

### BIDDER RESPONSE FORM FOR SOLID WASTE DISPOSAL

**Bidders wishing to provide Solid Waste Disposal Services are required to complete this form. Form shall be completed in entirety, in ink or typewritten, and signed in blue ink.**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_ (name), the \_\_\_\_\_ (title)

of \_\_\_\_\_

(bidder) swear or affirm that all information submitted with this bid is true, and that I am authorized to complete this Bidder Response Form on behalf of the company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Minimum Qualifications:

To be eligible to provide Solid Waste Disposal Services, the Bidder must demonstrate that it, or its subcontractors, meets the minimum qualification requirements as set forth below.

1. Bidder, or its key personnel, must have at least five (5) years experience in providing Solid Waste disposal services in similar-sized or larger communities. Documentation provided: Yes ☐ No ☐
2. **Designated Solid Waste Disposal Facility:** Bidder shall identify the Solid Waste disposal facility at which it would dispose of the City's Solid Waste for the term of the Contract. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit of this facility prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Such facility must be properly permitted/licensed. Documentation provided: Yes ☐ No ☐

Such facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. Documentation provided: Yes ☐ No ☐

3. **Designated Solid Waste Receiving Facility:** Bidder shall identify the facility at which the City's Solid Waste would be received, whether the final disposal facility, a transfer station, or a processing facility. Such facility must be located within a twenty (20) mile driving distance of the City of Hollywood's city limits. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit of this facility prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Such facility must be properly permitted/licensed. Documentation provided: Yes ☐ No ☐

Such facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. Documentation provided: Yes ☐ No ☐

4. **Alternate Disposal Facility:** Biller shall identify a disposal site it will utilize if the Designated Solid Waste Disposal Facility is not operational due to a natural disaster.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

5. Bidder has at least three (3) references of customers to which it has provided Solid Waste disposal services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing or has provided services within the last five (5) years.

Reference #1

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

Reference #2

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

Reference #3

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

### Solid Waste Disposal Fee

	A	B	C = A x B
	Fee/Ton	Estimated Tons/Year*	Estimated Annual Disposal Fees
Solid Waste (residential and commercial)		x 80,000 tons =	

\* Quantity listed for Bid purposes only. City makes no guarantee as to actual tonnage expected.

**PART VII – REQUIRED FORMS****BIDDER RESPONSE FORM FOR COMMINGLED WASTE DISPOSAL**

**Bidders wishing to provide Commingled Waste Disposal Services are required to complete this form. Form shall be completed in entirety, in ink or typewritten, and signed in blue ink.**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_ (name), the \_\_\_\_\_ (title)  
of \_\_\_\_\_

(bidder) swear or affirm that all information submitted with this bid is true, and that I am authorized to complete this Bidder Response Form on behalf of the company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Minimum Qualifications:**

To be eligible to provide Commingled Waste disposal services, the Bidder must demonstrate that it, or its subcontractors, meets the minimum qualification requirements as set forth below.

1. Bidder, or its key personnel, must have at least five (5) years experience providing Commingled Waste disposal services in similar-sized or larger communities. Documentation provided: Yes ☐ No ☐
2. **Designated Commingled Waste Disposal Facility:** Bidder shall identify the Commingled Waste disposal facility at which it would dispose of the City's Commingled Waste for the term of the Contract. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit of this facility prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Such facility must be properly permitted/licensed. Documentation provided: Yes ☐ No ☐

Such facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. Documentation provided: Yes ☐ No ☐

3. **Designated Commingled Waste Receiving Facility:** Bidder shall identify the facility at which the City's Commingled Waste would be received, whether the final disposal facility, a transfer station, or a processing facility. Such facility must be located within a twenty (20) mile driving distance of the City of Hollywood's city limits. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit of this facility prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Such facility must be properly permitted/licensed. Documentation provided: Yes ☐ No ☐

Such facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. Documentation provided: Yes ☐ No ☐

4. **Alternate Disposal Facility:** Bidder shall identify a disposal site it will utilize if the Designated Commingled Waste Disposal Facility is not operational due to a natural disaster.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

5. Bidder has at least three (3) references of customers to which it has provided Commingled Waste disposal services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing or has provided services within the last five (5) years.

Reference #1

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

Reference #2

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

Reference #3

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

### Commingled Waste Disposal Fee

	A	B	C = A x B
	Fee/Ton	Estimated Tons/Year*	Estimated Annual Disposal Fees
Commingled Waste		x 15,000 tons =	

\* Average cubic yards generated by City during FY 2011 and FY 2012 converted to tons using a conversion factor of 0.16 tons per cubic yard. Quantity listed for Bid purposes only. City makes no guarantee as to actual tonnage expected.

**PART VII – REQUIRED FORMS**  
**BIDDER RESPONSE FORM FOR DROP-OFF HHW SERVICES**

**Bidders wishing to provide Drop-Off HHW Services are required to complete this form. Form shall be completed in entirety, in ink or typewritten, and signed in blue ink.**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_ (name), the \_\_\_\_\_ (title)  
of \_\_\_\_\_

(bidder) swear or affirm that all information submitted with this bid is true, and that I am authorized to complete this Bidder Response Form on behalf of the company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Minimum Qualifications:**

To be eligible to provide Drop-Off HHW Services, the Bidder must demonstrate that it, or its subcontractors, meets the minimum qualification requirements as set forth below.

1. Bidder, or its key personnel, must have at least five (5) years experience in operating a site that accepts HHW in similar-sized or larger communities. Documentation provided: Yes ☐ No ☐
2. **Drop-Off HHW Site:** Bidder shall have the ability to acquire and permit a Drop-Off HHW Site with the capacity to accept the City's Drop-Off HHW and Electronic Waste for the term of the Contract. Such facility must be located within a twenty (20) mile driving distance of the City of Hollywood's city limits.

Site Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Ability to acquire any and all necessary permits/licenses. Documentation provided: Yes ☐ No ☐

3. Bidder must have and shall identify a facility that accepts residential Drop-Off HHW within Broward County at the time of bid submittal. The City reserves the right to conduct a site visit of this facility prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

4. Bidder shall provide, if available, at least three (3) references of customers to which it has provided household hazardous waste services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided, services within the last five (5) years.

## Reference #1

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

## Reference #2

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

## Reference #3

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

**Drop-Off HHW Service Fee**

	A Fee/Month	B 12 Months/Year	C = A x B Flat Fee Per Year
Flat fee for the mobilization of the site, staff, equipment and resources to accept HHW directly from City residents		x 12 =	

**Itemized Disposal and/or Recycling Fees**

In the table on the following page, Bidders should indicate the fee or revenue to be billed or paid to the City for each material type. Bidder should clearly indicate whether Bid price is a fee, revenue, or no charge. All quantities are listed for Bid purposes only. City makes no guarantee as to actual tonnage expected.



	A		B	C = A x B
	Fee/Revenue Per Pound	Units	Estimated Quantity/Year (pounds)*	Estimated Annual Fee
Televisions (all sizes)		Pounds	40,000	
Computer Monitors/Terminals		Pounds	13,500	
CPUs		Pounds	12,500	
Laptops		Pounds	600	
Large peripherals (printers, scanners, fax machines, plotters, typewriters, etc.)		Pounds	10,000	
Small peripherals (keyboards, mice, cables, game hardware, external drives, etc.)		Pounds	1,500	
Telecommunications devices (desk phones, mobile phones, pagers, handheld devices, etc.)		Pounds	400	
Copiers		Pounds	1,400	
Audio/Video equipment (stereos, VCRs, DVD players, radios, tape players, speakers)		Pounds	3,000	
UPS (Uninterrupted Power Supply)		Pounds	1,500	
Small household electrical appliances (microwaves, power tools, health and beauty, etc.)		Pounds	2,000	
Laptop Batteries		Pounds	1,500	
Rechargeable Batteries		Pounds	1,500	
Lead Acid Batteries		Pounds	2,300	
Car/Boat Batteries		Pounds	4,300	
Aerosols		Pounds	7,500	
Corrosives		Pounds	15,000	
Flammable Liquids		Pounds	7,500	
Flammable Solids		Pounds	3,800	
Oxidizers		Pounds	15,000	
Oil Paint		Pounds	13,000	
Latex Paint		Pounds	29,000	
Poisons		Pounds	1,200	
Used Oil/Oil Filters		Pounds	13,500	
Propane Tans		Pounds	900	
<b>Total Estimated Annual Itemized Fees</b>				

\* Quantities listed above are for Bid purposes only and are based on 8% of the HHW collected in Broward County in FY 2012. The City makes no guarantee as to actual tonnage expected.

### **Total Drop-Off HHW Service Fee**

**(Annual Flat Fee + Estimated Annual Itemized Fees)** \_\_\_\_\_

**PART VII – REQUIRED FORMS****BIDDER RESPONSE FORM FOR DROP-OFF COMMINGLED WASTE SERVICES**

**Bidders wishing to provide Drop-Off Commingled Waste Services are required to complete this form. Form shall be completed in entirety, in ink or typewritten, and signed in blue ink.**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_ (name), the \_\_\_\_\_ (title)  
of \_\_\_\_\_

(bidder) swear or affirm that all information submitted with this bid is true, and that I am authorized to complete this Bidder Response Form on behalf of the company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Minimum Qualifications:**

To be eligible to provide Drop-Off Commingled Waste Services, the Bidder must demonstrate that it, or its subcontractors, meets the minimum qualification requirements as set forth below.

1. Bidder, or its key personnel, must have at least five (5) years experience in operating a site that accepts Commingled Waste in similar-sized or larger communities.  
Documentation provided: Yes ☐ No ☐
2. **Drop-Off Commingled Waste Site:** Bidder shall have the ability to acquire and permit a Drop-Off Commingled Waste Site with the capacity to accept the City's Drop-Off Commingled Waste for the term of the Contract. Such facility must be located within a twenty (20) mile driving distance of the City of Hollywood's city limits.  
Site Name: \_\_\_\_\_  
Site Address: \_\_\_\_\_  
Ability to acquire any and all necessary permits/licenses. Documentation provided: Yes ☐ No ☐
3. Bidder must have and shall identify a facility that accepts residential Drop-Off Commingled Waste within Broward County at the time of bid submittal. The City reserves the right to conduct a site visit of this facility prior to contract award.  
Facility Name: \_\_\_\_\_  
Facility Address: \_\_\_\_\_
4. Bidder shall provide, if available, at least three (3) references of customers to which it has provided Commingled Waste services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided, services within the last five (5) years.

## Reference #1

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

## Reference #2

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

## Reference #3

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

**Drop-Off Commingled Waste Service Fee**

	A Fee/Month	B Months Per Year	C = A x B Flat Fee Per Year
Flat fee for the mobilization of the location, staff, equipment and resources to accept Commingled Waste directly from City residents		x 12 =	

	A Fee/Ton	B Estimated Tons Per Year*	C = A x B Estimated Annual Drop-Off Commingled Waste Disposal Fee
Drop-Off Commingled Waste Disposal		x 1,100 tons =	

\* Quantity listed for Bid purposes only and is based on 19.23% of the Drop-Off Commingled Waste collected in Broward County in FY 2012. The City makes no guarantee as to actual tonnage expected.

**Total Drop-Off Commingled Waste Service Fee Per Year:**  
(Flat Fee + Estimated Annual Drop-Off Commingled Waste Disposal Fees)

## PART VII – REQUIRED FORMS

### BIDDER RESPONSE FORM FOR RECYCLABLES PROCESSING

**Bidders wishing to provide Recyclable Processing are required to complete this form. Form shall be completed in entirety, in ink or typewritten, and signed in blue ink.**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_ (name), the \_\_\_\_\_ (title)  
of \_\_\_\_\_

(bidder) swear or affirm that all information submitted with this bid is true, and that I am authorized to complete this Bidder Response Form on behalf of the company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Minimum Qualifications:

To be eligible to provide Recyclables Processing services, the Bidder must demonstrate that it, or its subcontractors, meets the minimum qualification requirements as set forth below.

1. Bidder, or its key personnel, must have at least five (5) years experience in providing Recyclables Processing services in similar-sized or larger communities.

Documentation provided: Yes ☐ No ☐

2. **Designated Processing Facility:** Bidder shall identify the processing facility at which it would process the City's Program Recyclables for the term of the Contract. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Such facility must be properly permitted/licensed. Documentation provided: Yes ☐ No ☐

Such facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. Documentation provided: Yes ☐ No ☐

3. **Designated Recycling Facility:** Bidder shall identify the facility at which the City's Program Recyclables would be received, whether the final processing facility or a transfer station. Such facility must be located within a twenty (20) mile driving distance of the City of Hollywood's city limits. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit prior to contract award.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Such facility must be properly permitted/licensed. Documentation provided: Yes ☐ No ☐

Such facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. Documentation provided: Yes ☐ No ☐

6. **Alternate Processing Facility:** Bidder shall identify a processing facility it will utilize if the Designated Processing Facility is not operational due to a natural disaster.

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

4. Bidder must provide at least three (3) references of customers to which it has provided recyclables processing services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided, services within the last five (5) years.

Reference #1

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

Reference #2

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

Reference #3

Government Name \_\_\_\_\_ Population \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

Dates of Service \_\_\_\_\_ Materials Handled \_\_\_\_\_

Annual Tonnage Managed from Reference \_\_\_\_\_ Annual Cost \_\_\_\_\_

Description of Services \_\_\_\_\_

### Program Recyclables Revenue

Bidder shall enter the percentage of the Average Market Value (AMV) less a Contractor's fee of \$50.00 that it will pay the City for each Ton of inbound Program Recyclables delivered by the City or its agents to the Designated Recycling Facility, as determined by the Designated Recycling Facility scales.

The payment per Ton shall be calculated as follows:

Each month, the Contractor shall calculate the AMV of the City's Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for

which payment is being made in [RecyclingMarkets.net](http://RecyclingMarkets.net) multiplied by the composition percentages of the City's Program Recyclables, as defined in the table below, which calculates the AMV for January 2013.

### Calculation of the January 2013 Average Market Value

Material	Index Description	Index Value (Jan '13)	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Newspaper	PS 8 baled, F.O.B. seller's dock	77.5	\$77.50	17.0%	\$13.18
Corrugated containers	PS 11 baled, F.O.B. seller's dock	122.5	\$122.50	10.0%	\$12.25
Mixed paper	PS 1 baled, F.O.B. seller's dock	72.5	\$72.50	24.5%	\$17.76
Steel cans	\$/Ton, sorted, baled and delivered	115.0	\$115.00	3.7%	\$4.26
Aluminum cans	Cents/lb., sorted, baled and delivered	79.5	\$1,590.00	2.4%	\$38.16
Plastics #3-#7	Commingled (#3-7, cents/lb, baled and picked up)	0.3	\$6.00	5.3%	\$0.32
PET	Cents/lb., baled and picked up	18.5	\$370.00	5.7%	\$21.09
Natural HDPE	Cents/lb., baled and picked up	27.0	\$540.00	2.2%	\$11.88
Colored HDPE	Cents/lb., baled and picked up	17.0	\$340.00	3.2%	\$10.88
Glass (3 Mix)	\$/Ton, delivered	0.0	\$0.00	22.5%	\$0.00
Aseptic Containers	None at this time	0.0	\$0.00	0.5%	\$0.00
Contamination	N/A	N/A	\$0.00	3.0%	\$0.00
				100.0%	<b>\$129.78</b>

Note: The index values for January 2013 are used for estimation purposes only, and are subject to fluctuation as determined by Secondary Fibers and Material Pricing found on RecyclingMarkets.net. Prices to be used are the first published Regional Average prices for the Southeast USA in the month for which payment is being made. No market index currently exists for aseptic containers on RecyclingMarkets.net; therefore, the value is set at \$0. When a market index for aseptic containers or polycoated cartons becomes available on RecyclingMarkets.net, it will be utilized.

A fifty dollar (\$50.00) Contractor's Fee shall be deducted from the AMV. This fee shall be adjusted as specified in Section 6.1.7.(i)(2) of this IFB.

The Contractor shall pay the City a percentage, as bid below, of the remaining amount (AMV less Contractor's fee) for each Ton of inbound Program Recyclables delivered during that month.

**Bidder shall enter in the yellow cells, below, the percentage amount that it will pay the City for inbound Program Recyclables.**

The AMV is intended to be used as a market index and does not necessarily reflect the commodity revenue received by the Contractor; therefore, the Bidder should determine the Bid Percentage accordingly. Any and all costs associated with processing, marketing, and transporting Program Recyclables, including costs for rejects and residue disposal, are the responsibility of the Contractor.

### Program Recyclables Revenue Bid\*

\$129.78	-	\$50.00	X	<div style="background-color: yellow; width: 100px; height: 30px; display: flex; align-items: center; justify-content: center;">%</div>	=	<div style="background-color: yellow; width: 200px; height: 30px; display: flex; align-items: center; justify-content: center;">\$</div>
Jan 2013 AMV		Contractors fee		Bid Percentage		Corresponding revenue per ton based on AMV and Bid Percentage

\* \$/ton based on January 2013 AMV for estimated purposes only, and is subject to monthly market fluctuation, as specified herein.

**PART VII – REQUIRED FORMS**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.**

Name

Relationship

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In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

**PART VII – REQUIRED FORMS**

**PIGGYBACKING**

THE CITY IS PROVIDING THE OPPORTUNITY FOR OTHER GOVERNMENTAL ENTITIES TO UTILIZE THE SOLID WASTE DISPOSAL SERVICES CONTRACT RESULTING FROM THIS BID. THE BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTAL ENTITIES LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

**BIDDER'S NOTE:** Award of any bid will require that the successful bidder ensure that a properly completed Vendor Registration Form is on file with the City.

**PART VII – REQUIRED FORMS****BID SUBMITTAL COMPLETION CONFIRMATION FORM:**

- \_\_\_\_\_ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.
- \_\_\_\_\_ I, the Bidder, acknowledge reading and signing the Hold Harmless Statement.
- \_\_\_\_\_ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- \_\_\_\_\_ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledge that bids with spaces left blank on the pricing page may be rejected.
- \_\_\_\_\_ I, the Bidder, have included all information, certificates, licenses and additional documentation as required by the City in this bid document.
- \_\_\_\_\_ I, the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- \_\_\_\_\_ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of bid opening, and the bid number.
- \_\_\_\_\_ I, the Bidder, have submitted one (1) original, one (1) electronic (CD format), and three (3) copies of the entire bid document and addendums.
- \_\_\_\_\_ I have read and completed (if applicable) the “Disclosure of Conflict of Interest”
- \_\_\_\_\_ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City’s website at [www.hollywoodfl.org](http://www.hollywoodfl.org) and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- \_\_\_\_\_ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

**NAME OF COMPANY:** \_\_\_\_\_

**BIDDER’S NAME:** \_\_\_\_\_

**BIDDER’S AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_