

Issue Date

City of Hollywood, Florida
Solicitation # F-4457-15-RD



Curbside Recycling Collection Services
Solicitation # F-4457-15-RD

Closing Date: Jun 5, 2015

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Bid F-4457-15-RD Curbside Recycling Collection Services

Bid Number **F-4457-15-RD**
 Bid Title **Curbside Recycling Collection Services**

Bid Start Date **Apr 30, 2015 4:47:30 PM EDT**

Bid End Date **Jun 5, 2015 3:00:00 PM EDT**

Question & Answer
 End Date **May 18, 2015 5:00:00 PM EDT**

Bid Contact **Ralph Dierks**
954-921-3223
RDIERKS@hollywoodfl.org

Bid Contact **Linda Silvey**
954-921-3200
LSILVEY@hollywoodfl.org

Contract Duration **3 years**

Contract Renewal **4 annual renewals**

Prices Good for **180 days**

Pre-Bid Conference **May 12, 2015 10:00:00 AM EDT**
Attendance is mandatory
Location: MANDATORY Pre-Bid Conference:
Public Works Operations Center
Conference Room
1600 South Park Road
Hollywood, Florida 33021

Bid Comments **The City of Hollywood is seeking Bids to establish an Agreement for Curbside Recycling Collection Services for approximately 34,578 single family up to three family residences (single family, duplex and triplex units) within the City limits. In addition, recycling collection services will be provided to certain identified City owned parks & facilities at no additional cost to the City**

Addendum # 1

New Documents	Pre-Bid Sign-In Sheet F-4457-15-RD.pdf
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Addendum # 2

New Documents	Alleys Map F-4457-15-RD.pdf
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Item Response Form

Item	F-4457-15-RD--01-01 - Curbside Recycling Collection Service
Quantity	34578 household
Unit Price	<input type="text"/>

Delivery Location

City of Hollywood, FloridaENVIRONMENTAL SERVICES

1600 S. PARK ROAD

CITY OF HOLLYWOOD

HOLLYWOOD FL 33022

Qty 34578**Description**

Cost per Household for Weekly Curbside Recycling Collection Service
utilizing 95 gallon carts

(NOTE: BidSync will multiply your unit price per household by the current number of households - 34,578, to provide the total City-wide cost for one (1) week. We will multiply that amount by 52 weeks to provide the total estimated annual expenditure for this agreement for award.)



ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Federal Tax Identification Number:

If Corporation - Date Incorporated/Organized:

State Incorporated/Organized:

Company Operating Address:

City State Zip Code

Remittance Address (if different from ordering address):

City State Zip Code

Company Contact Person: Email Address:

Phone Number (include area code): Fax Number (include area code):

Company's Internet Web Address:

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020



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 with 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>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Issue Date

City of Hollywood, Florida
IFB # F-4457-15-RD

1.0 GENERAL TERMS AND CONDITIONS

1.1 INSTRUCTIONS TO BIDDERS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance,

and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

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, to 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.

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the

proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Ralph Dierks
City of Hollywood
Attention: Ralph Dierks
Phone: 954-921-3223
Fax:
E-mail: RDIERKS@hollywoodfl.org

and,

To the Director of Procurement Services:
Joel Wasserman
Procurement Services Division
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954)921-3290 Fax: (954)921-3086
Email: procurement@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

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

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

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet

(MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort

(such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to

constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to

provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone 954-921-3223.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to RDIERKS@hollywoodfl.org.

1.41 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 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.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be 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 City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the 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 the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best

Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

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. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

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. 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 in to pursuant to this bid. 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, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official

regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors

and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year

or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

CITY OF HOLLYWOOD, FLORIDA

INTRODUCTION:

The following solicitation seeks bids for Curbside Recycling Collection Services from qualified companies to collect recycling material. The City of Hollywood strongly encourages contractor use of carbon reduction alternative fuel vehicles to be used for the performance of services requested by this Invitation to Bid (ITB). However, the City does not provide a preference to those bidders who offer to use such vehicles in the performance of such services.

PURPOSE:

The City of Hollywood is seeking Bids to establish a Three (3) Year, Three (3) month, eight (8) day Agreement for Curbside Recycling Collection Services for approximately 34,578 single family units, duplex and triplex units within the City limits currently being serviced by the City's Contractor. Service becomes effective 7:00 A.M. on 10/23/2015, and ending at 7:00 P.M. 1/31/2019. At that time, the City reserves the right to extend contract month to month or renew the agreement for two (2) additional two (2) year periods under the same terms, conditions and specifications, providing both parties agree to the renewal, contractor performed satisfactorily and such renewal is approved by the City. In addition, recycling collection services will be provided to certain identified City owned parks & facilities at no additional cost to the City as contained on the attached Schedule 1A, entitled "Current Recycling Pickup Locations"

As an incentive to City residents to participate in a Curbside Recycling Program, the City of Hollywood is currently contracted with RecycleRewards, Inc. through 1/31/2017 offering an individual weight based Incentive Recycling Program, whereby participating City residents receive reward points for the amount of recyclable materials set out for collection. The reward points can then be redeemed at participating merchants as rewards for participation in the recycling program. The successful bidder shall be required to install certain equipment on its collection trucks at no cost to the bidder or the City and the successful bidder shall meet other reward program requirements and procedures as detailed further in this ITB. Additionally, after the expiration of the individual weight based Incentive Recycling Program, the City will be in negotiations for a new incentive recycling program, in anticipation of the individual weight based program being unavailable. At such time, the City and the successful curbside recycling collection bidder may negotiate any cost changes, if necessary, and may enter into a Supplemental Agreement covering such modifications and any compensation to be paid before undertaking any change or revisions to such work. Should the parties, City and successful curbside recycling collections bidder be unable to negotiate a Supplemental Agreement, the Agreement in effect may terminate sixty (60) days from date the parties reach impasse.

SCOPE

Collections shall be provided on a weekly basis utilizing ninety-five (95) gallon wheeled recycling carts. For purposes of this Bid, the City has been divided into six (6) zones with collection activities scheduled to coincide with City-provided trash collection. (See Attachment 1 - Recycling Zones Map and Schedule).

All bidders are encouraged to inspect routes to determine recycling participation and put out rates. Currently average commingled recycling material volume is approximately 200 tons weekly.

TERMINATION:

The City of Hollywood reserves the right to cancel this agreement with or without cause.

AWARD:

The City of Hollywood reserves the right to award this agreement to the lowest responsive, responsible bidder meeting the specifications of this bid. The City also reserves the right in its sole discretion to award any resulting agreement as it deems will best serve the interests of the City.

CONTACTS:

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at rdierks@hollywoodfl.org or by phone at (954) 921-3223, or Linda Silvey, Budget and Procurement Technician at lsilvey@hollywoodfl.org or by phone at 954-921-3200, or Joel Wasserman, Director, Procurement Services at jwasserman@hollywoodfl.org or by phone at 954-921-3290, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

ANY BIDS NOT MEETING THE FOLLOWING REQUIREMENTS SHALL BE DEEMED AS NON-RESPONSIVE. ANY BIDS RECEIVED, WHICH DO NOT INCLUDE ALL DOCUMENTATION AS REQUESTED, SHALL BE DEEMED AS NON-RESPONSIVE.

SPECIFICATIONS

A. Minimum Bidder Requirements

1. Experience

All bidders must prove to the satisfaction of the City that they (the bidder) are capable and have sufficient facilities, equipment and personnel to perform the services specified in this Agreement, and meet the requirements of the City's Incentive Recycling Program.

The interested bidder shall include as a part of the ITB response a list of facilities; equipment by year, model, manufacturer, and type; and number of personnel which shall participate in curbside recycling collection operations in the City.

Bidders must have a successful record of experience in performing this type of work providing similar curbside residential services to a minimum of 30,000 residences. A summary of present and past similar municipal contracts must be provided, going back at least five (5) years and must be included as a part of the ITB response. This record must show the name of the client/employer, address, description of the service provided, (i.e. number of pickups, any limitations on quantity per pickup or types of materials collected and any special conditions which were or are present), date of service, and a contact/reference persons with phone numbers and email addresses. The bidder shall also provide a copy of all permits, certifications, and licenses that the bidder holds or has received which evidences the bidder's ability, capacity, and compliance with any applicable rule, regulation, ordinance or statute to provide curbside recycling collection services, and an incentive based recycling program previously and provide all pertinent details. Overall a minimum of three (3) similar municipal references must be provided with contact information listed.

Bidders must agree to provide a supervisor dedicated to the City of Hollywood who will be accessible to the City at all times the Recycling Collection Services are being provided. The bidder must provide the name of the individual who will fill this position, describe his/her qualifications and describe the method by which accessibility will be achieved. See additional requirements below pertaining to the Route Supervisor. City shall be notified in advance of any change in the Route Supervisor and shall have the right of approval and may request that successful bidder to change/replace Route Supervisor.

Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.

State whether your organization is national, regional or local.

State the location of the office from which your work is to be performed.

2. Equipment

The successful bidder shall have on hand at all times, in good working order, such Recycling Collection Service equipment and side-loading, rear-loading, or other appropriate collection trucks equipped with semi-automated or automated tippers to handle the ninety-five (95) gallon recycling carts.

The successful bidder shall have a sufficient number of personnel and service vehicles with no restriction as to the type of collection vehicle to be used to collect the recycling carts as scheduled. Furthermore, the successful bidder shall have a sufficient number of replacement trucks similarly equipped to permit the successful bidder to adequately and efficiently perform the duties as specified.

Provide a list of equipment, collection trucks and personnel available. Describe each collection truck by make, model, year and whether it is a side-loading or rear-loading vehicle to include the following:

Frontline collection trucks with tippers available for collection from 95 gallon recycling carts.

Number of sideloaders with automated tippers.

Number of sideloaders with semi-automated tippers.

Number of rearloaders with semi-automated tippers.

Back-up collection vehicles with tippers available for collection from 95 gallon recycling carts.

Number of sideloaders with automated tippers.

Number of sideloaders with semi-automated tippers.

Number of rearloaders with semi-automated tippers.

Number of properly licensed, qualified collection truck Operators.

All vehicles and auxiliary equipment shall be kept clean, sanitary, safe and in good repair at all times of service. In the event of a fluid leak, contractor shall instruct employees to immediately stop vehicle to prevent a "fluid trail" on residential streets/alleys. Contractor shall immediately respond to contain spill and begin cleanup.

All vehicles utilized by the Contractor to provide services hereunder shall clearly display the Contractor's name, local office telephone number and truck number.

The successful bidder must meet the requirements of the City's current Incentive Recycling Program including the use of side-loading or rear-loading collection trucks equipped with semi-automated or automated tippers only and have sufficient space on each collection truck to attach computerized equipment on the collection trucks. The equipment to be attached to the collection trucks will be provided by RecycleRewards, Inc. The successful bidder shall submit with the bid documents a list of the equipment and collection trucks to be used by the successful bidder to provide services relating to this Agreement and indicate what equipment and personnel would be used.

RecycleRewards, Inc. has indicated that it will provide the following set of equipment per truck to the successful bidder for installation on all of its vehicles that will be used to collect recyclable materials as well as back-up service vehicles in the City of Hollywood:

1. A weight scale,
2. A RFID chip reader,
3. An on-board computer to record individual collection weights and identification information associated with each of the 95 gallon containers emptied.

RecycleRewards, Inc. will bear the cost of installing this equipment on each of the collection and back-up trucks to be used in the City. There will be no cost to the successful bidder for mounting and installing the necessary equipment onto the bidder's trucks. The successful bidder will provide authorization for the mounting and installation of this equipment on its service trucks and is responsible for ascertaining that the service trucks have sufficient space and capacity to mount and install the necessary equipment. The above identified equipment records and reports will remain the property of RecycleRewards, Inc. and the successful bidder shall arrange for the removal and return of said equipment upon the termination of its agreement with the City of Hollywood or in the event of the termination of the agreement between the City of Hollywood and RecycleRewards, Inc. The successful bidder will be required to enter into and execute a "Hauler Responsibility Acknowledgement Agreement" between the successful bidder and RecycleRewards, Inc. which will acknowledge or consent to certain legal language including but not limited to the following provisions:

1. That RecycleRewards, Inc. will provide certain computerized equipment or assets to be mounted and installed on the successful bidder's collection and back-up trucks;
2. That title to said assets remain with RecycleRewards, Inc.;
3. That the successful bidder assumes responsibility for the risk of loss of the equipment or assets;
4. That the successful bidder is responsible for the cost of repairing damaged assets, ordinary wear and tear accepted;

5. That upon termination of the Incentive Recycling Program or the collection service agreement with the City, the successful bidder shall return the equipment or assets to RecycleRewards, Inc. within a specified period of time in substantially the same condition as when the equipment or assets were provided, ordinary wear and tear excepted; and
6. That the successful bidder is responsible for the replacement cost to be determined by RecycleRewards, Inc. at then current pricing, of all lost, damaged (ordinary wear and tear excepted), stolen or otherwise rendered unusable equipment or assets.
7. The successful bidder is required to have a sufficient number of fully equipped back-up trucks, support equipment and staff to accommodate any down time or repair time to permit continuation of collection operations within two (2) hours of the initial breakdown or stoppage of the collection truck for repairs.

At the conclusion of the RecycleRewards contract and upon execution of a new recycling incentive program, new equipment may be installed.

The successful bidder is encouraged to inspect each area to ensure the usefulness and appropriateness of the type of equipment and collection trucks contemplated for use. All equipment and collection trucks shall be kept in good repair and appearance and in a sanitary, clean condition at all times.

3. Carts

The City has issued all customers a Pepsi-blue 95 gallon semi-automated recycling cart for recyclable material. The successful bidder shall place a sticker or label on the existing inventory indicating their company name, logo and customer service number.

Recycling carts shall be serviced/emptied, and returned to the customer's original placement location. However, the successful bidder shall ensure that no carts are left in the roadway or blocking the driveway. Carts shall remain up right with the lid closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. If customer's original placement location is uneven, unstable and/or will result in the cart not to be left in a neat and orderly manner, proper placement can be along the roadway or at the corner of a residential driveway ensuring cart is not left obstructing traffic or restricting driveway access.

Successful bidder shall be responsible to repair customer's 95 gallon semi-automated wheeled recycling cart within three (3) days, as necessary, when notified by the City or resident. Such repairs shall be done at the customer's premises and successful bidder shall provide the labor and vehicles necessary to handle the repair work. For purposes of this section, repairs shall include but not be limited to the recycling container, the lower restraining bar, lids and broken wheels.

Further, the successful bidder shall be responsible to deliver carts to residents who are missing carts or if the body of the cart is damaged beyond repair (i.e. cracked or crushed) within three (3) days when notified by the

City. Upon delivery of the recycling cart by the successful bidder, the following information shall be recorded and forwarded to the City by the successful bidder – the removed recycling cart serial number, the delivered recycling cart serial number, the RFID chip number and address where the recycling cart was delivered. A number of 95 gallon recycling carts will be stored at the Public Works compound located at 1600 South Park Road and will be made available for new or as replacement carts.

The successful bidder shall deliver the cracked and/or crushed recycling carts and other broken parts to the Public Works compound located at 1600 South Park Road. Upon delivery of said carts, the successful bidder shall clean, remove wheels, and stack the carts in an orderly fashion until these items are loaded on a truck destined for recycling. The successful bidder shall supply the required labor to load the damaged carts destined for recycling. The City shall receive all recycling revenue.

City shall provide the successful bidder the required material to make such repairs and the City shall be responsible for the cost of all materials. However, the successful bidder shall be responsible for 50% of the replacement or repair costs for loss or damage of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment. Further, City will provide and maintain the necessary inventory for the collection services. By the 5th of each month, the successful bidder shall provide the City with a list of all parts and carts used for repairs the previous month, along with an inventory of the remaining new carts and replacement parts.

4. Office

The successful bidder shall maintain an office which provides toll-free telephone access for calls made from within the Service Area. Such office shall be equipped with a complaint service and telephone answering system capable of accepting at least (4) incoming calls from City of Hollywood customers at one time and shall be open during normal business hours, 7:00 a.m. to 5:00 p.m., on those days that the successful bidder provides Recycling Collection Services. All City of Hollywood customer incoming calls shall be answered within a maximum of five (5) rings. Any City of Hollywood customer call on hold in excess of 1.5 minutes shall be switched to a message center where information will be maintained in a daily log to enable a customer service representative to return customer calls.

The successful bidder shall maintain an emergency telephone number for use during other than normal business hours.

The successful bidder shall be able to respond to inquiries in English, Telecommunications Device for the Deaf Service and any other languages necessary for communications with the Public Works Director and the public.

The successful bidder shall use reasonable best efforts to attempt “call backs” within one hour from the time of receipt of the initial call; provided, however, that in all circumstances “call backs” shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, the successful bidder shall make

subsequent attempts on the next working day after the original call. A minimum of three (3) attempts are to be made within twenty-four (24) hours. If the successful bidder is unable to reach the caller on the next working day, the successful bidder shall send a postcard to the caller on the second working day after the call was received, indicating the successful bidder has attempted to return the call. All attempts to contact the caller shall be recorded on the log kept by the successful bidder.

The successful bidder is responsible for providing a procedure to the satisfaction of the City of Hollywood to ensure the prompt and courteous handling of customer calls relating to the current and future Incentive Recycling Program including those questions specific to the redemption of rewards certificates and the rewards program. This will include the seamless transferring of customer calls to the RecycleRewards' Customer Service department, or any future incentive recycling program partner, to answer questions about the rewards program and rewards certificates. The successful bidder will cooperate with the current incentive recycling program provider, RecycleRewards, Inc., as requested in connection with providing customers with a copy of RecycleRewards, Inc.'s "Customer Terms and Conditions" information, as necessary.

The successful bidder shall provide either a telephone answering service or mechanical answering device during those times when the office is closed.

The successful bidder shall provide the Director of Public Works or his/her designee with an emergency phone number where the successful bidder can be reached outside of the required office hours.

5. Data Transfer and Collection Requirements

- a. The successful bidder shall run on each working day a diagnostic test on all Program equipment installed on each of its collection trucks, pre-trip and post-trip and forward the results to RecycleRewards, Inc. via e-mail each working day.
- b. The successful bidder must report all equipment problems and malfunctions (truck down time due to breakdowns and maintenance requirements, data chip reader or scanner, on-board computer or weigh scale) to RecycleRewards, Inc. via e-mail at the end of each working day and must dispatch spare equipment and trucks to finish any remaining route or routes within the time permitted by the terms of this Agreement.

6. Staff Training

- a. The successful bidder will provide the facilities necessary for all of its employees, including equipment operators, drivers, supervisors, and office staff to be properly trained in the use of the Incentive Recycling Program equipment, including the Electronic Weighing Delivery System ("EWDS")
- b. All equipment and truck maintenance staff will be fully trained on all preventative maintenance diagnostics and repair of the EWDS system subject to the approval of RecycleRewards, Inc.

- c. The successful bidder will support RecycleRewards, Inc.'s providing of quarterly training updates and re-training as needed by distributing training materials and/or making staff available for training sessions.

B. Scope of Work

1. The successful bidder shall be responsible for collecting and delivering recycling material to the Pembroke Pines Transfer Station at 1899 SW 31st Avenue, Pembroke Park, FL, 33009 or any facility designated by the City within a twenty (20) mile driving distance of the City of Hollywood's city limits. The City currently employs a single stream concept in the recycling of acceptable recyclables whereby all commingled glass, i.e. clear, brown and green; plastic containers #1, 2, and 3; aluminum and steel cans; table-top cartons/juice boxes; newspapers and magazines; flattened corrugated cardboard; brown paper shopping bags; and telephone books shall be placed together into the City provided 95 gallon recycling cart for collection. Ownership of all recycled material remains with the City until delivered to the designated Material Recovery Facility.
2. Recyclable materials shall be picked up from the alleyways behind each of the residences to be serviced, if available, or the swales in front of the residences where no alleys exist. Collection shall be between the hours of 8:00 a.m. and 1:00 p.m. on the barrier island, commonly known as Hollywood Beach and between 7:00 a.m. and 7:00 p.m. Monday through Saturday in the remainder of the City. Collection will take place on all Holidays, with the exception of Christmas Day.
3. Recyclable materials shall be collected from City of Hollywood facility recycling carts at no additional cost to the City. The successful bidder shall collect the recyclable materials weekly for 95 gallon recycling carts at the City-owned facilities as listed on the attached Schedules 1A. The successful bidder understands and agrees that the City, at the City's discretion, shall add additional sites or delete listed sites at any time with reasonable notice to the successful bidder.
4. The successful bidder shall not litter or cause any spillage of Recyclable Materials to occur upon the property or public right-of-way. During hauling, all Recyclable Materials shall be contained, covered or enclosed so that leaking, spilling and blowing of the Recyclable Materials are prevented. The successful bidder shall be responsible for the immediate clean-up of any spillage caused by the successful bidder.
5. During the collection process, the successful bidder shall not combine recyclable material with any other type of Solid Waste. If a semi-automated, or fully automated collection method is used, the driver shall inspect the container for contamination before dumping to determine whether they contain non-program material (i.e., garbage) or excessively contaminated recyclable materials. The combining of recyclable material with any other type of Solid Waste may be cause for contract termination.
6. If Recyclable Materials are contaminated or commingled with solid waste or materials not specifically defined as recyclable under this Agreement, the

successful bidder shall leave items and not dispose as garbage; but issue a written notice or "tag", provided by the successful bidder, to the customer which contains instructions on the proper procedures for setting out Recyclable Materials. Mixing of recyclable material with solid waste will be grounds for penalties as stated in Section D. Quality of Performance Successful Bidder; Breach; Failure to Perform Minimum Requirements: Damages of this ITB.

7. The written notice or "tag" shall be produced by the successful bidder and left on the container. The successful bidder shall submit a draft of the "tags" for approval by the City, at least one (1) month before printing.
8. Successful bidder shall notify the City by the end of each working day of any customer(s) whose Recyclable Materials were contaminated or whose Recyclable Materials were not collected that day and the reason they were not collected. Successful bidder shall be responsible for any rejected materials at the Material Recovery Facility and for the proper disposal of said contaminated materials. Successful bidder shall be responsible for transferring materials to the Material Recovery Facility and not dispose of recycling material as solid waste.
9. In the event the successful bidder is notified by a recycling customer that their Recyclable Materials were properly set out in the 95 gallon recycling cart in time for the scheduled collection, as per specifications on page 41 in Section (B) (2) "Scope of Work", but said Recyclable materials were not Collected on the scheduled day, the successful bidder shall arrange for the collection of the Recyclable Materials within 24 hours after notification.
10. If the City wishes to add or delete a customer from the list of those receiving Recycling Collection Services or to change the Recycling Receptacle size or frequency of Collection of any customer, the City shall notify the successful bidder in writing of the change. The successful bidder shall initiate the change on the next scheduled collection day.
11. Successful bidder will assist the City with promotional activities designed to increase recycling participation and awareness including but not limited to the distribution of leaflets, notices, tags, flyers, and other promotional items.
12. Success bidder shall attend, as requested, Civic Association meetings and Commission meetings to discuss concerns and/or issues relating to Curbside Recycling Collection program
13. The successful bidder shall not subcontract any of the services to be provided by the successful bidder without the written consent of the City of Hollywood.
14. There are a small number of customers citywide (approximately 64) who are unable to place their recycling containers curbside. The successful bidder shall be responsible to bring the recycling containers to the curb or alley for dumping and then return it to its original placement. There will be no extra charge for those residents medically unable to bring their recycling container to the curb. The City will certify this list annually and reserves the right to

increase or decrease this number as may be required at no additional cost to the City.

C. Service Inquiries and Complaints; Damage to Public or Private Property

1. All service inquiries and complaints shall be directed to the successful bidder by the City. All service complaints will be handled by the successful bidder in a prompt and efficient manner. In the case of a dispute between the successful bidder and a customer, the matter will be reviewed and a decision made by the Director of Public Works or his/her designee.
2. Inquiries and/or service calls relating to the Incentive Recycling Program shall be initially handled by the successful bidder and, where appropriate, transferred to the Customer Service Department at RecycleRewards, Inc. or other Incentive Recycling Program provider.
3. The Assistant Public Works Director or his/her designee shall notify the successful bidder via phone or e-mail of any missed pickup or service complaint. The successful bidder shall return and pick up those customers or otherwise resolve the complaint within 24 hours after notification.
4. Extreme care shall be taken to safeguard all existing facilities, site amenities, landscaping, trees, sod, irrigation systems, roadway asphalt, curbing, driveways, vehicles, overhead wires, etc. on or around the collection site. Damage to public and/or private property shall be the responsibility of the successful bidder and shall be repaired and/or replaced in a timely manner at no additional cost to the City. Failure to repair and/or replace property damaged by the successful bidder, its employees, agents, subcontractors, or anyone acting on behalf of the successful bidder in a timely manner shall be grounds for termination of the Agreement and/or any other remedy available to the City as provided by law or equity.
5. In addition to paragraph #4 above, the successful bidder shall provide the City with a timely report on the disposition of any incident or unresolved complaint involving a claim of damage to private or public property as a result of the actions of the successful bidder's employees, agents or subcontractors.
6. The successful bidder shall provide a web-based platform for submitting and tracking all complaints. Platform shall include date, time, complainant's name and address if complainant is willing to give this information, and nature and date and manner of resolution of complaint, in a computerized daily log from both calls and e-mails which shall be submitted daily by 9:00am. Any such calls received via the Contractor's answering service or e-mail after office hours shall be recorded in the log the following working day. The success bidder shall provide the City copies or access to all complaint information upon request.
7. The City is also requesting GPS trackable reports, upon request, that provide for a "bread crumb" report of vehicle activity. Bidders shall describe in detail how it plans to record, manage, and report information in satisfying

reporting requirements. Bidders are encouraged to submit examples of report formats.

8. The City of Hollywood strongly encourages the use of dash mounted or rear mounted camera recording devices and equipment. However, the City does not provide a preference to those bidders who offer to use such equipment in the performance of such services.

D. Quality of Performance Successful Bidder; Breach; Failure to Perform Minimum Requirements; Damages

It is the intent of the City to ensure that the successful bidder provides a high quality level of Collection services as well as the prompt and convenient performance of the services described in this Agreement. The successful bidder shall provide the services as required under the Scope of Services described herein. To this end, all service related complaints shall be promptly resolved. In the event legitimate service related complaints, as determined by the City, shall exceed one percent (1%) of the total Recycling Collection Service customers of the successful bidder, within the Service Area served by the successful bidder during any one calendar month, successful bidder shall be considered in breach of contract. Non-compliance with the following minimum performance requirements will be considered breach of contract. Additionally, the successful bidder agrees to meet with City staff on an as needed basis, but no less than quarterly, to discuss quality performance standards and any operational issues, concerns or considerations that have been observed or reported to City staff. The following minimum performance requirements apply where specifically excluded.

1. Prompt clean-up of spillage caused by the successful bidder.
2. Replacement of recycling receptacles in designated locations after emptying or similar violations.
3. Successful bidder to report in a timely fashion any incidents of property damage and make prompt repair to damaged property of the customer.
4. Maintenance of its own equipment in a clean, safe and sanitary manner. The successful bidder shall be responsible for properly testing, maintaining, using and safeguarding the equipment provided by RecycleRewards, Inc. or any future Incentive Recycling Program Provider.
5. Vehicle operators must be properly licensed, trained and experienced in the safe and efficient operation of collection vehicles and equipment used in the recyclable materials collection process.
6. Maintain office hours as required by this Agreement.
7. The successful bidder is to maintain and/or submit to the City and to RecycleRewards, Inc., in a timely fashion, all documents and reports required under the provisions of the RecycleRewards, Inc. Agreement.
8. Properly cover materials in collection vehicles to prevent littering or dropping of collected recyclable materials.

9. Successful bidder's name and phone number to be displayed on all collection and supervisory vehicles.
10. Compliance with the hours of operation as required by this Agreement.
11. Return and collect a missed customer's recyclable materials or otherwise resolve a similar complaint when verbally notified by the City within 24 hours.
12. Completion of each route on the regularly scheduled pick-up day.
13. Delivery of all collected recyclable material to the Material Recovery Facility as designated by the City.
14. Properly dispose of all rejected, contaminated recyclable materials.
15. Abide by the terms, conditions and provisions of the Incentive Recycling Program including but not limited to installation and maintenance of program equipment on collection trucks, number of sufficient back-up collection trucks with proper program equipment installed, and properly train or maintain staff training levels as required for the Incentive Recycling Program .

As a failure to provide the services contemplated by this Agreement will cause serious and substantial damage to the City and its residents, and the nature of this Agreement would render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach, it is agreed that, in the case of breach of service, the City may elect to collect liquidated damages and not as a penalty, the amounts set forth in the schedule below, such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent breach of service under this contract. Moreover, the failure by the City to seek said damages or other legal or equitable remedy for a breach of service shall not constitute a waiver of any legal or equitable cause of action the City may have for similar breaches in the future.

1. Combining recyclable material with any other type of solid waste - **\$300.00 per day, per collection vehicle**
2. A collection vehicle collecting recyclable materials before 7:00 a.m. or after 7:00 p.m. - **\$200.00 per day, per collection vehicle**
3. Failure to collect a missed recycling cart within 24 hours of notice from the City - **\$200.00 per day, per missed recycling cart**
4. Repetition or continuation of complaints after receipt of notification to correct such breaches of service such as, but not limited to; improper repositioning of recycling carts, failure to report property damage, failure to make timely repair to or replacement of damaged property, failure to properly clean or maintain collection trucks, improper or missing vehicle identification information, failure to staff the collection vehicle with properly licensed, trained operator, failure to keep agreed upon office hours, failure to provide documents and reports as required, failure to properly cover collection

vehicles, failure to properly dispose of all rejected or contaminated recyclable materials, and failure to abide by the terms, conditions, and provisions of the current and/or future Incentive Recycling Program upon implementation and commencement of said program. - **\$200.00 per day, per breach of service**

5. Spillage of the contents of the recycling bins or carts reasonable time, failure to clean up the spillage within a reasonable time, or failure to remove said spilled recyclable materials. - **\$200.00 per day, per incident**
6. Excessive noise or discourteous behavior that exceeds three (3) per month - **\$200.00 per incident above threshold**
7. Failure to record a response to a Customer complaint within twenty-four (24) hours - **\$200.00 per occurrence**
8. Each month in which the successful bidder receives more than twenty-five (25) valid complaints in one month - **\$500.00 per occurrence**
9. Failure to tag material not collected - **\$200.00 per occurrence**
10. Failure to designate Route Supervisor exclusively to City of Hollywood - **\$200.00 per day**
11. Failure to provide \$25,000 payment to City within 30 days of due date for Recycling Coordinator position - **\$200.00 per day**

In addition to express provisions elsewhere contained in this agreement, the City may, after providing ten (10) days advance notice to the successful bidder, withhold from any payment otherwise due such amounts as determined necessary to protect the City's interest, or, if it so elects, may withhold all or a portion of any monthly payment or refund payment on account of:

- Unsatisfactory progress of the work not caused by condition beyond the successful bidder's control;
- Defective work not corrected;
- Successful bidder's failure to carry out instructions or orders of the City or its representative in accordance with the terms and conditions of the agreement;
- Execution of work not in accordance with the agreement;
- Unsafe working conditions allowed to persist by the successful bidder, noticed by the City and reviewed by the successful bidder;
- Failure of the successful bidder to provide route schedules and other reports as requested by the City;
- Use of any subcontractors without the City's prior written approval.

When the above grounds are removed, payment shall be made within ten (10) days of proof of satisfaction for amount withheld because of them and City shall never be liable for interest on any delayed or late payment. The City's right to withhold payments under this section will be reasonable in light of the nature of the claim, amount of available insurance and performance bond pursuant to this agreement.

E. Supervision and Management of Successful Bidder's Personnel and Field Operations; Duties and Responsibilities of Staff

The City's Environmental Services Division takes great pride and is strongly committed to offering a high level of customer service to City residents and customers. The successful bidder is expected and required to offer the City's customers, at minimum, a matching level of quality service.

1. The successful bidder and its supervisory and management staff shall be responsible for the collection and all associated operations necessary to collect, transport and properly dispose of recyclable materials on the assigned collection routes. The successful bidder shall plan, organize and direct its resources to successfully collect and recycle the collected recyclable materials.
2. Resources: The successful bidder shall furnish and supply sufficient resources, including but not limited to back-up collection trucks and properly licensed, qualified operators to complete the scheduled route on the designated route day and within the time period specified for daily operations. To the fullest extent possible, there shall be no next day return trips to complete the previous day's route.
3. Customer Service: The successful bidder shall maintain a customer service center to receive telephone calls from the City to effectively handle service related issues.
4. Route Supervisor: The successful bidder shall provide one (1) permanent full time Route Supervisor dedicated to the City of Hollywood and the coordination and provision of services provided by the successful bidder to the City. The successful bidder shall schedule route supervision Monday – Saturday providing relief personnel coverage when the permanent route supervisor is off or otherwise unavailable for work.

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

The Route Supervisor shall be equipped with communications equipment and respond to collection related issues received from the successful bidder's customer service staff or from City staff without delay via laptop computer with wireless Internet access, cellular telephone or some other form of two – way communications. The Route Supervisor shall have the communications capability to call or respond to telephone calls from the successful bidder's customer's service staff, City staff or residential customers from the field without delay. The successful bidder shall provide the City with the telephone number, business email address or both for the route supervisor so that direct contact may be established by City staff with the route supervisor as may be required.

The Route Supervisor will be required to participate in asset protection by ensuring that all recycling carts are properly set out for collection, with closed

lids and are properly being used by the customer. The Route Supervisor will be responsible to tag recycling carts, pull carts back onto the swale or alley service area, and leave informational flyers to notify customers of the reason why the recycling cart or bin was not serviced.

The Route Supervisor shall be responsible to respond to complaints from customers on the same day that the complaint is received or within 24hrs regardless of when the collection drivers complete the assigned route.

The Route Supervisor shall report lost or damaged recycling carts to the City that are in need of repair or replacement and assist customers by passing out printed materials dealing with the Incentive Recycling Program.

The Route Supervisor shall have the ability to clearly speak and understand English and have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems in the field while protecting the City's interest, be highly motivated, dedicated, dependable, resourceful, and demonstrate an ability to establish positive working relationships with the City's Environmental Services staff, Public Works staff, current solid waste hauler (WastePro, Inc.) personnel, recyclable processing company (Progressive Waste Solutions, Inc.) personnel, current incentive recycling rewards program (RecycleRewards, Inc.) personnel, future incentive recycling rewards program provider personnel and the general public.

The Route Supervisor will also be required to attend Environmental Services weekly staff meetings to discuss and evaluate recycling services and issues encountered in the field, solve performance related issues, provide input to City staff, and share information to ensure the delivery of quality customer service. The Route Supervisor may be required to attend public meetings with City staff members to explain or promote recycling collection program services.

5. Recycling Collection Employees: Recycling collection employees shall be identifiable by wearing a company uniform or shirt bearing the company's name during collection operations. The individual employee shall treat all customers in a polite and courteous manner. The individual collection employee shall operate the collection vehicle in such a manner and with due care as to properly pick-up, empty, and reposition recycling carts without damaging the recycling carts, surrounding property or the collection vehicle and the equipment installed by RecycleRewards, Inc.

Recycling collection employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City or the successful bidder while performing duties under this Agreement. Scavenging of discarded recyclable materials shall not be permitted.

6. Service Vehicles: The successful bidder's name and truck number shall be properly displayed on all collection vehicles in such a manner as to permit the identification of the company name and vehicle identification number by

the customer or City staff. Additionally, all collection vehicles shall be well maintained, clean in appearance, and operated in a safe and responsible manner.

F. Recycling Public Education

It is the intent and goal of the City to maximize the fullest recovery possible of recycling material from all residents in the City. Improving public education of all City residents about recycling services is necessary to improve participation and recovery rates. As such, the successful bidder shall provide the City with \$25,000 per year during each year of the term of this agreement to fund a Part-Time Recycling Specialist position within the City. Payment will be prorated for any remaining contract terms resulting in partial year. The Part-Time Recycling Specialist position shall be selected and employed by the City at the City's sole discretion.

G. General

Should unanticipated events, circumstances or changes in law arise that necessitate any additions or deletions to the work described herein, including the type of items included as Recyclable Materials, or if/when the Agreement between the City and RecycleRewards, Inc. be terminated or modified in such a manner as to adversely impact the operations of the successful bidder, the parties (successful bidder and City) shall negotiate any necessary cost changes and shall enter into a Supplemental Agreement covering such modifications and any compensation to be paid before undertaking any change or revisions to such work. Should the City and the successful bidder be unable to negotiate a Supplemental Agreement, the Agreement in effect may terminate sixty (60) days from date the parties reach impasse.

Ownership of all Recyclable Materials shall immediately vest with the City upon possession by the successful bidder. All responsibilities for the safe and proper delivery of the Recyclable Materials to the Materials Recovery Facility shall be with the successful bidder.

The City and/or RecycleRewards, Inc., and/or future incentive recycling program provider shall have the right to inspect the successful bidder's recycling vehicles at any commercially reasonable time.

The City shall be responsible for the billing and collection of payments for Curbside Recycling Collection Services.

The City requires that vehicles tare weights, which are used by the Material Recycling Facility to calculate the revenue to be paid to the City, be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighing each collection vehicles in and out three times and record the information to the City's Tare Weight Report.

The successful bidder shall provide the City with weigh tickets for all Recyclable Materials which are delivered to the designated Material Recycling Facility on a weekly basis. The weigh ticket must provide at a minimum: date and time of delivery, vehicle number, gross, tare and net

weight, type of material and condition of material. In the event weigh tickets are not available, other forms of documentation, in a format approved by the City, may be substituted as long as the documentation provides the required minimum information.

All revenue derived from the Recyclable Materials shall be retained by the City. The compensation paid to the successful bidder hereunder is based upon delivery of the Recyclable Materials to the designated Material Recycling Facility.

The successful bidder should have the ability to commence within thirty (30) days following notification of award.

H. Litigation

Bidder must state if you have you been involved in litigation within the last five (5) years or if there is any pending litigation arising out of your performance. If you have, then provide the style of the case listing case names, case number and the results of the litigation.

I. Invoicing

The City will pay the Contractor on a monthly purchase order (PO) upon receipt of invoice. Invoices shall be provided to the City within thirty (30) days after the completion of monthly service.

J. Special Event Program

The City provides recycling collection at City sponsored events and festivals. The City utilizes 95-gallon carts to collect recyclables on those occasions. City employees will place the carts at designated locations and remove them after collection. Very large events may require the use of a recycling dumpster/open top container. On average, between 15 and 20 events are scheduled per year and typically take place at the Arts Park or along Hollywood Beach. The City notifies the Contractor a minimum of seven days in advance of the events with details on the location of the event and where the dumpster/open top container will need to be delivered. The successful Contractor would be responsible for delivery and removal of the recycling dumpster/open top container and for servicing the 95-gallon carts the following morning after a scheduled event.

BID SECURITY

A bid security payable to the City of Hollywood shall be submitted with the bid response in the amount listed for the requested service.

-Curbside Recycling Collection Services - \$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 Bidders after execution of an agreement. 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 fifteen (15) 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.

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 the contract amount as estimated in the Bidder's Response Form for Curbside Recycling Collection Services.

INSURANCE REQUIREMENTS

The successful bidder 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 successful bidder and the bidder's employees with not less than the following limits:

Worker's Compensation \$100,000/500,000/100,000 for coverage

- D. Recognizing that the work governed by this contract involves the storage, treatment, processing, or transporting of hazardous materials (as defined by the Federal Environmental Protection Agency), the Contractor shall purchase and maintain, throughout the life of the contract, **Pollution Liability Insurance** which will respond to 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.

Please Note: 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. Certificates of insurance, reflecting evidence of the required insurance, shall be provided 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 successful bidder 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.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company must maintain a minimum rating of A- as assigned by the A.M. Best Company.

Any sub-contractor(s) used by the contractor shall supply such similar insurance required of the contractor. Such certificate shall name the City as additional insured.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

**HOLD HARMLESS AND INDEMNITY CLAUSE**

--

(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.

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Signature

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Name of Company

--

Printed Name

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Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020



NONCOLLUSION AFFIDAVIT

STATE OF:

COUNTY OF: , being first duly sworn, deposes and says that:

- (1) He/she is of , the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to
 By for
 (Print individual's name and title) (Print name of entity submitting sworn statement)
 whose business address is
 and if applicable its Federal Employer Identification Number (FEIN) is If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in a federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

<input type="text"/>	<input type="text"/>
Signature	Printed Name
<input type="text"/>	<input type="text"/>
Name of Company	Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services



CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

	5
	6

Application Number and/or Project Name:

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Applicant IRS/Vendor Number:

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Signature

--

Printed Name

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Name of Company

--

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020



DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020



REFERENCES

F-4457-15-RD Curbside Recycling Collection Services

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:			
Address:			
City, State, ZIP:		Phone Number:	
Point of Contact:		Fax Number:	
Email:			
Explain How This Referenced Work Is Similar To This Request:			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Date service was provided:			

Company Name:			
Address:			
City, State, ZIP:		Phone Number:	
Point of Contact:		Fax Number:	
Email:			
Explain How This Referenced Work Is Similar To This Request:			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Date service was provided:			

Company Name:			
Address:			
City, State, ZIP:		Phone Number:	
Point of Contact:		Fax Number:	
Email:			
Explain How This Referenced Work Is Similar To This Request:			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Date service was provided:			

W-9(Rev. August 2013)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and
Certification****Give to the
requester. Do not
send to the IRS.**Print or
type
See
Specific
Instructions
on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,
P=partnership) ▶ ☐ Other (see instructions)

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA
reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number**Employer identification number****Part II****Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other

Sign HereSignature
of
U.S. person

Date▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page 4

What Name and Number To Give the Requester**For this type of account:****Give name and SSN of:**

- | | |
|---|--|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor 2 |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1
The actual owner 1 |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner 3 |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

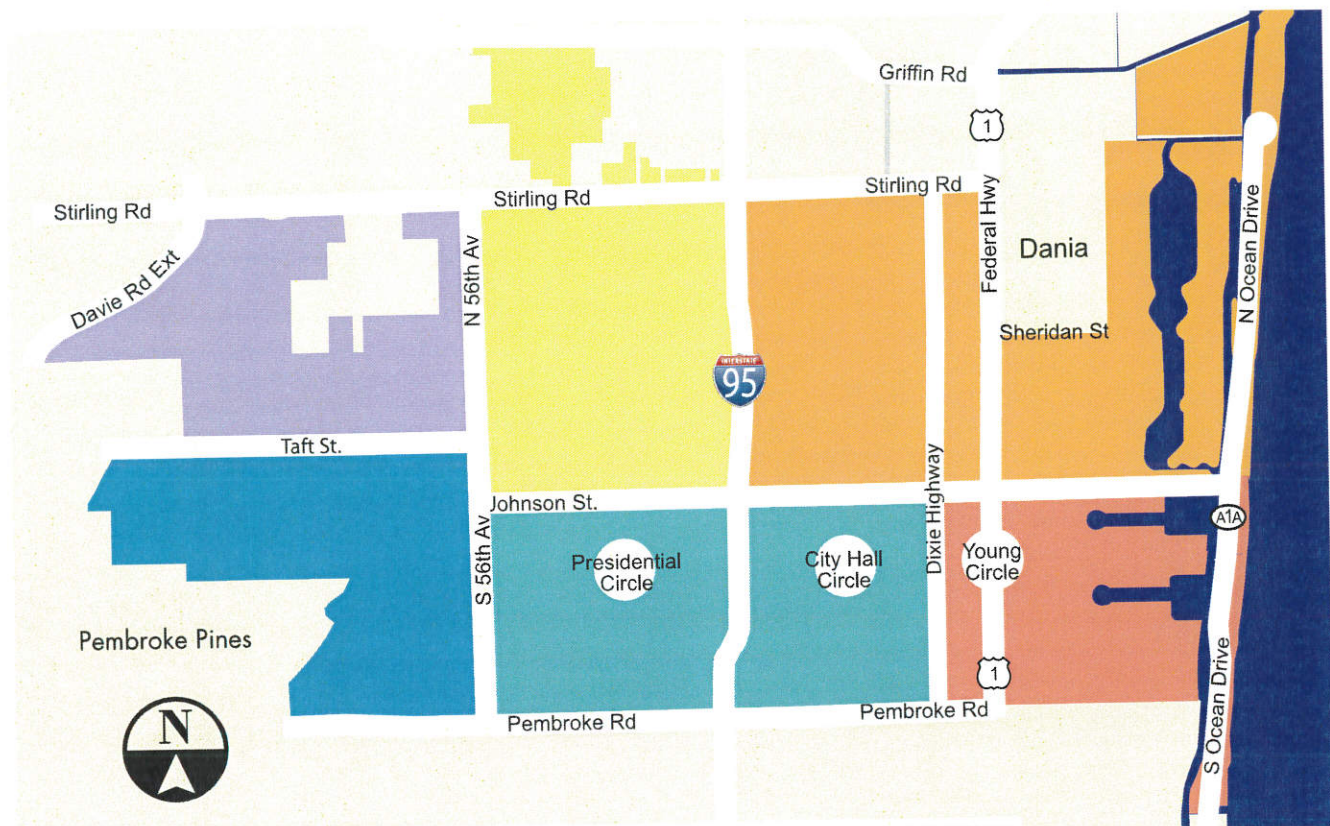
Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Recycling Collection from City Parks & Facilities

Monday Service	Tuesday Service	Wednesday Service	Thursday Service	Friday Service	Saturday Service
Anniversary Park 1945 Hollywood Boulevard	Henry L. Graham Park 2350 Simms Street	Carlton Montayne Park 6200 Arthur Street	Bob Butterworth Park 52nd Ave & Washington St.	Emerald Hills Lakes Park 3901 N. 30th Terrace	Bicentinnial Park 7300 Farragut Street
Charnow Park 300 Connecticut Street	Holland Park 801 Johnson Street	Montella Park 1231 N. 69th Way	Earl Crawford Park 900 S. Park Road	Mara Giuliani Park 4151 N. Hills Drive	Cath & Bob Anderson Park 5800 Thomas St.
Eppleman Park 701 Tyler Street	Oakwood Hills Park 2701 N. 26th Ave	Boulevard Heights Community Center 6770 Garfield St.	Sal Oliveri Veterans Park 4701 Tyler Street	Oakridge Park 5200 SW 35th Ave.	John Williams Park 6101 Sheridan Street
Jefferson Park 1501 Jefferson Street	Lincoln Park 2340 Lincoln Street	Kay Gaither Community Center 6291 Funston Street	Zinkil Park 5451 Washington Street	Rotary Park 3150 Taft Street	Oak Lake Park 3190 N. 56th Ave.
Joe DiMaggio Park 1001 Three Island Blvd.	Boggs Field 2310 N. 23rd Ave.	Washington Park Community Center 5199 Pembroke Road	David Park Community Center 108 N. 33rd Court	Rainbow Tot Lot 4001 N. Hills Drive	MLK Community Center 2400 Charleston St.
Poinciana Park 1301 S. 21st Avenue	Dowdy Field 2161 Johnson Street	Fletcher Street Tot Lot 5749 Fletcher Street	Kiwanas Park N. Park Rd. & Johnson St.	Fire Station #74 2741 Stirling Road	Driftwood Community Center 3000 N. 69th Ave.
Fred Lippman Multi-Purpose Center 2030 Polk Street	Waterview Park 2660 Coolidge Street		Stan Goldman Park 800 Knights Road		Fire Station #45 1819 N. 64th Ave.
Hollywood Marina 700 Polk Street	Parks/Recreation 1715 N. 21st Ave		Rose's Garden 510 S. 24th Ave.		Fire Rescue Training Facility 3400 N. 56th Ave.
Kooser Park 1401 Polk Street	Fire Station #5 1819 N. 21st Ave.		Public Works/Underground Utilities Compound 1600 S. Park Road		
Sailor's Point 921 N. Northlake Drive	Wastewater Treatment Plant 1621 N. 14th Ave.		Hollywood Police Department 3250 Hollywood Blvd.		
Fire Station #105 1511 S. Federal Highway			Parks & Recreation Admin Office 1405 S. 28th Ave.		



	Saturday - Recycling
	Wednesday - Recycling
	Friday - Recycling
	Thursday - Recycling
	Tuesday - Recycling
	Monday - Recycling,

City of Hollywood, Florida

Solicitation No.: F-4457-15-RD

Date: May 12, 2015

Solicitation Title: Curbside Recycling Collection Services

Purpose of Meeting: MANDATORY Pre-Bid Meeting

SIGN-IN SHEET

Name Brad Kraine
Company Sunbeam Waste Systems
Address 3290 Collette Avenue
City/Zip Dade, FL 9
Phone 954-6410-7269
E-mail ~~bkraine@sunbeam.com~~ bkraine@sunbeam.com

Name Kenneth Rivera
Company Waste Pro
Address 17302 Pines Blvd
City/Zip 33023
Phone 954-445-9214
E-mail KRIVERA@WASTEPROUSA.COM

Name Tim Bowers
Company Waste Pro
Address 17302 Pines Blvd
City/Zip Pembroke Pines, FL 33029
Phone 305-970-1010 cel
E-mail +bowers@wasteprousa.com

Name Grant Smith
Company Progressive
Address 2860 SR 84 #103
City/Zip FtL, FL 33312
Phone 954-328-9064
E-mail gsmith@strategiesmith.com

Name Luigi Pace
Company WASTE MANAGEMENT
Address 2700 Wiles Road
City/Zip Pompano Beach, FL 33073
Phone 954-984-2060
E-mail LPACE@WM.COM

Name
Company
Address
City/Zip
Phone
E-mail

Name
Company
Address
City/Zip
Phone
E-mail

Name
Company
Address
City/Zip
Phone
E-mail

City of Hollywood, Florida

Solicitation No.: F-4457-15-RD
Date: May 12, 2015
Solicitation Title: Curbside Recycling Collection Services
Purpose of Meeting: MANDATORY Pre-Bid Meeting
SIGN-IN SHEET

Name Eileen Damaso
Company World Waste Recycling
Address 4701 NW 35 Ave
City/Zip Miami, FL 33142
Phone 305-635-5144
E-mail edamaso@worldwasterecycling.com

Name
Company
Address
City/Zip
Phone
E-mail

Name Joanne Stanley
Company Republic Services
Address 751 NW 31st Ave
City/Zip Lauderdale, FL 33311
Phone 561-719-8638
E-mail jstanley@republicservices.com

Name
Company
Address
City/Zip
Phone
E-mail

Name Scott Murphy
Company Progressive Waste
Address 3846 NW 37th Ct
City/Zip Miami, 33142
Phone 954-336-9958
E-mail Scott.murphy@progressivewaste.com

Name
Company
Address
City/Zip
Phone
E-mail

Name Marc Wexler
Company Pro Reasoner Solutions
Address
City/Zip
Phone 954-709-0010
E-mail Marc@GAMBAGAMATTUS.com

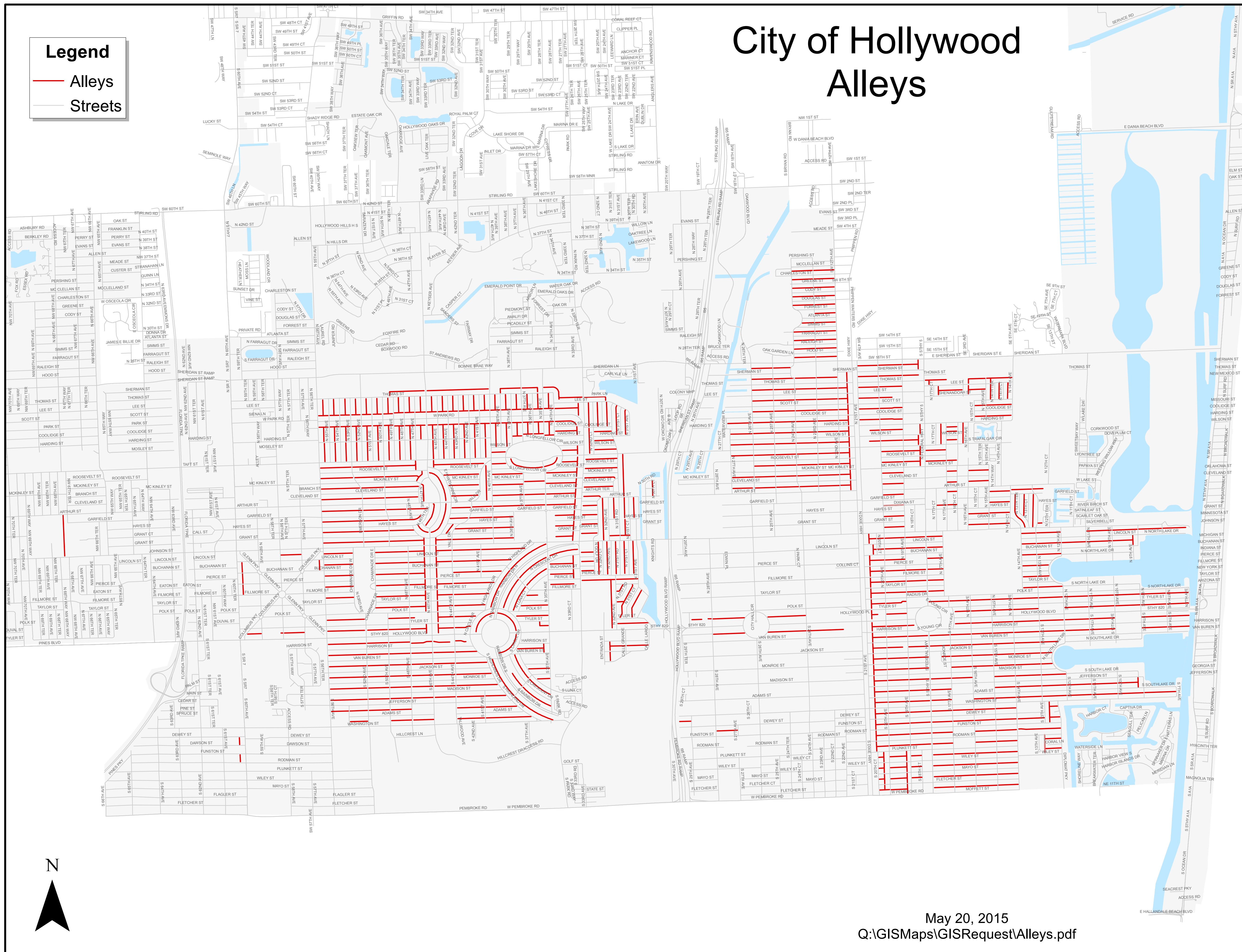
Name
Company
Address
City/Zip
Phone
E-mail

Legend

- Alleys
— Streets

City of Hollywood

Alleys



May 20, 2015

Q:\GISMaps\GISRequest\Alleys.pdf

Question and Answers for Bid #F-4457-15-RD - Curbside Recycling Collection Services

Overall Bid Questions

Question 1

On Page 33, Paragraph 2, it states that the City is seeking services for approximately 34,578 single family units, duplex and triplex units; how many units are routed per collection day/zone? (Submitted: May 11, 2015 1:47:37 PM EDT)

Answer

- The approximate units are as follows:

Monday â€" 3,972

Tuesday â€" 5,038

Wednesday â€" 7,330

Thursday â€" 5,655

Friday â€" 6,303

Saturday â€" 4,877

These quantities are for informational purposes only and not for the purpose of bidding. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 2

With respect to the services being requested on Page 33, how many tons of residential recycling materials were collected and delivered to the material recovery facility last year in the City? (Submitted: May 11, 2015 1:49:21 PM EDT)

Answer

- Last FY 9,030 tons were delivered to the MRF. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 3

With respect to the RecycleRewards program referenced on Page 33, Paragraph 3, can the City provide collection reports for the RecycleRewards program for the residents who participated for the last year? (Submitted: May 11, 2015 1:50:33 PM EDT)

Answer

- No collection reports can be provided. This information is confidential and proprietary to RecycleBank. Subscription rate is about 55%. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 4

Page 38, Paragraph 2, subparagraph 6 of the equipment section states that the successful bidder is responsible for the replacement cost of the RecycleRewards equipment. In that regard, what is the current replacement cost for the RecycleRewards equipment and components? (Submitted: May 11, 2015 1:51:04 PM EDT)

Answer

- The replacement costs range between \$15,000 - \$20,000 for all included equipment. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 5

With respect to Page 38, Paragraph 2, subparagraph 7 of the equipment section; in the event that there are multiple failures with the RFID equipment, what is the turnaround time for RecycleRewards to repair or replace its equipment? (Submitted: May 11, 2015 1:56:23 PM EDT)

Answer

- The approximate turnaround time for repairs is approximately 2 weeks. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 6

With respect to Page 38, Paragraph 2, subparagraph 7 of the equipment section; in the event that there are multiple RFID equipment failures, does RecycleRewards have a hand held scanner that can be utilized by the successful bidder so as to avoid a service interruption? (Submitted: May 11, 2015 1:56:44 PM EDT)

Answer

- No hand held scanners are used. There will be no service interruptions as RecyclBank will manually credit users based on their average. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 7

With respect to the carts referenced in Paragraph 3 on Page 38, please confirm whether the City's inventory includes carts in storage as well as carts currently assigned to residents. (Submitted: May 11, 2015 2:04:55 PM EDT)

Answer

- Inventory consists of current carts distributed in use, and the spare carts in storage. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 8

With respect to the carts referenced in Paragraph 3 on Page 38, please confirm whether it is the intent of the City to have the referenced stickers applied to both the carts in storage as well as the carts currently assigned to residents. (Submitted: May 11, 2015 2:05:12 PM EDT)

Answer

- Yes, stickers shall be applied to the lids of both, carts in storage and inventory. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 9

With respect to the carts referenced in Paragraph 3 on Page 38, please provide the number of carts in the City's current inventory. (Submitted: May 11, 2015 2:05:35 PM EDT)

Answer

- Inventory is approximately 35,000 carts. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 10

With respect to the carts referenced in Paragraph 3 on Page 38, please advise when the current carts were purchased and if there is any remaining warranty on the existing carts. If so, how long is the remaining warranty for the carts? (Submitted: May 11, 2015 2:12:17 PM EDT)

Answer

- Current carts in inventory purchase dates range from 1/2010 to current. All carts currently have a 10 year warranty. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 11

With respect to the carts referenced in Paragraph 3 on Page 38, subparagraph 4, will the inventory of carts provided by the City be provided with the RFID chip in them? (Submitted: May 11, 2015 2:13:21 PM EDT)

Answer

- Inventory of carts provided by the City will include the RFID chip. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 12

On Page 41, Paragraph B, subparagraph 1; please clarify the location of the material recovery facility. Is it located in Pembroke Pines or Pembroke Park? (Submitted: May 11, 2015 2:25:15 PM EDT)

Answer

- MRF transfer station is located in Pembroke Park. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 13

On Page 41, Paragraph B, subparagraph 2; please provide the number of homes that are serviced from the alleyways along with a map of the streets requiring alleyway service. (Submitted: May 11, 2015 2:25:47 PM EDT)

Answer

- The City of Hollywood service area consists of approximately 60% alleys. We encourage the prospective bidders to tour the City to familiarize themselves with services area. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 14

With respect to the staff meetings referenced in the fifth paragraph on Page 48, what day and time will the staff meetings be held by the City? (Submitted: May 11, 2015 2:26:17 PM EDT)

Answer

- Staff meetings will be held on a mutually agreed date/time. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 15

With respect to Paragraph G on page 49, General, on the scales installed by RecycleRewards, how often do they need to be calibrated and is there any diagnostic testing that needs to be performed by the successful bidder? If so, please explain the testing and any associated cost estimate. (Submitted: May 11, 2015 2:26:38 PM EDT)

Answer

- Calibration of scales are done annually and performed by RecycleBank without any costs to the successful vendor. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 16

With respect to Paragraph D. on Page 44, is the referenced percentage of complaints based on the total number of homes available for service or total homes serviced? Please clarify whether it is a weekly, monthly or annual calculation? (Submitted: May 11, 2015 2:28:54 PM EDT)

Answer

- The referenced percentage of complaints that would deem the successful vendor to be in default of the contract would be 1,383 in any given month. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 17

With respect to the timeframe for the commencement of service referenced on Page 50, please note that the successful bidder may need more time than 30 days to acquire the equipment necessary to adequately service the needs of the residents pursuant to the terms and conditions of the negotiated Agreement with the City. Would the City consider extending this timeframe to commence service to accommodate the time needed to take possession of the requisite equipment? (Submitted: May 11, 2015 2:34:12 PM EDT)

Answer

- No extension shall be given to the timeframe to requisition/order equipment, etc. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 18

Please confirm that the prices are fixed for the entire three year, three month, eight day initial term of the Agreement and that no CPI adjustment for the successful bidder will be allowed during this initial time period.

(Submitted: May 11, 2015 2:43:27 PM EDT)

Answer

- No CPI for the initial 3 year, 3 month, 8 day term. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 19

Please confirm whether there will be a CPI adjustment for the successful bidder allowed during the two additional two year renewal periods assuming both parties agree to the renewals. (Submitted: May 11, 2015 2:43:58 PM EDT)

Answer

- Cost adjustment for the additional renewals are explained on pages 29-30, Section 1.96. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 20

Q1. On page 44 section D: This section reference "legitimate service related complaints". Who determines whether the service related complaint is legitimate? Will the City define---What is a legitimate service related complaint? How is the 1% of the Total Recycling Collection Service Customers calculated? (i.e. $34,578 \times 4 \times 1\% = 1,383$)

(Submitted: May 12, 2015 3:42:54 PM EDT)

Answer

- The contract administrator determines "legitimate service related complaints". This will be determined through an investigation process and may include backup documents to substantiate the complaints. The example utilized is correct. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 21

Q2. On page 46 item 8 references more that more than twenty five (25) valid complaints in one month will be assessed \$500.00 per occurrence.

Does this mean that all occurrences will be charged \$500.00 if over 25 or only the occurrences over 25 will be charged \$500.00? (Submitted: May 12, 2015 3:43:33 PM EDT)

Answer

- Each occurrence over 25 valid complaints will be charged \$500.00. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 22

Q3. On page 49 section G General the last paragraph references that "weigh ticket must provide at a minimum: date and time of delivery, vehicle number, gross, tare and net weight-----".

The information that is detailed on the weight ticket is controlled by the designated recovery material facility. Since the City has a contract with the recovery facility will the City require the recovery facility to provide the information listed in this section? (Submitted: May 12, 2015 3:44:21 PM EDT)

Answer

- Weigh ticket shall include only the date/time, vehicle number, gross, tare and net weight. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 23

Q4. Throughout the Specification Section of the bid document (pgs. 35-52) there are references to documents that the Bid is requiring to be submitted in the bid (i.e. list of equipment, bid bond, etc.).

Should the bidder submit these documents in a sealed envelope or should they be attached to the Bid Sync on line bid? (Submitted: May 12, 2015 3:45:19 PM EDT)

Answer

- All required documents must be attached in BidSync with your bid submittal. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 24

Q5. On pages 44-46 there are references to hauler non-performance issues and issues in which liquidated

damages may be charges but there is no mention of a remedy/cure period process for which the contractor can correct a performance issue.

Will the City provide a written remedy/cure process? (Submitted: May 12, 2015 3:46:15 PM EDT)

Answer

- Some performance issues have a remedy/cure period specified in the bid, ranging from 24 hours to 36 hours, etc., depending on the issue. Successful vendor will be notified of the remedy/cure process of other performance issues not specifically stated on a case by case basis. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 25

Q6. If alley ways in the City are not serviceable due to construction, different hauler vehicle blocking alley way and the hauler has notified the City of such instances ---Is the hauler subject to liquidated damages charges for non collection and is the hauler to service the alley way on the next scheduled collection day? (Submitted: May 12, 2015 3:47:09 PM EDT)

Answer

- The hauler shall make every valid attempt to service each resident including, but not limited to, making another pass later, reporting the blockage to the City for intervention, bringing carts to the truck to service, etc. If none of these are possible, the vendor may return to recover non collected material the next morning. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 26

Q7. In the event there are two haulers servicing Hollywood (one for garbage collection and one for recycling collection) is the recycling hauler required to keep the recycling carts clear and separate so as not to impede the collection of the solid waste carts? (Submitted: May 12, 2015 3:47:48 PM EDT)

Answer

- Carts replacement is defined in Section 3, Carts on page 38 of the bid. Revise language to include, "cart should be left clear and separate so as not to impede the collection of the solid waste carts." (Answered: May 28, 2015 4:42:44 PM EDT)

Question 27

Q8. In the event that there storms (not force majeure events) which result in debris blocking the alley ways will the hauler be required to service the alley or delay service until the City can clear the alley? (Submitted: May 12, 2015 3:48:42 PM EDT)

Answer

- Debris left blocking the alley after a storm should be reported to the City and the vendor shall return to recover after blockage has been cleared. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 28

Q9. On page 15 Section 1.41 local preference.

Does a local preferred Hollywood vendor have to meet all bid requirements? (Submitted: May 12, 2015 3:49:13 PM EDT)

Answer

- Yes. All bidders must meet all requirements. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 29

Q10. In the event that there are two haulers servicing the city (one garbage and one recycling) what method/process will the City use to determine which hauler is at fault for property damages that occur when both hauler deny fault? (Submitted: May 12, 2015 3:49:48 PM EDT)

Answer

- Once the property owner makes the report of damage and files a claim, the City expects the vendor to conduct a thorough investigation to determine liability and provide their findings to the property owner with a copy to the City. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 30

Q11. In the instances where the hauler is servicing recycling carts in the alley ways and identifies a cart which contains contaminated materials should the tag be placed on the front door since the driver has to go to the front of the house to obtain the service address or should the driver drive back to the cart and place the tag on the cart? (Submitted: May 12, 2015 3:50:23 PM EDT)

Answer

- Carts with contaminated material should be tagged. The tag should be left on the cart and the address logged in the successful vendor's complaint system and reported to the City. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 31

Does the current collection vendor supply any productivity and or collection reports to the City? Can you please distribute this report? (Submitted: May 13, 2015 11:05:54 AM EDT)

Answer

- The City does not require or collect productivity or collection reports. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 32

Can you please supply the address and hours of accessibility of the storage yard where the city keeps the recycling cart inventory? (Submitted: May 13, 2015 11:07:15 AM EDT)

Answer

- The storage yard is available from 7:00 a.m. to 7:00 p.m., Monday through Saturday. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 33

Who trains vendor on the RFID equipment? (Submitted: May 13, 2015 11:07:53 AM EDT)

Answer

- RFID training will be conducted by RecycleBank. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 34

Does the city have a map of the existing alley ways in the city? (Submitted: May 13, 2015 11:08:14 AM EDT)

Answer

- The City will provide a map of all the alleyways in the City as an attachment to this bid in BidSync. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 35

How many cart repairs / exchanges / Deliveries does the City average on a weekly basis? (Submitted: May 13, 2015 1:08:23 PM EDT)

Answer

- The City averages approximately 20 works orders a week for repairs and/or replacement recycling carts. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 36

Will the City of Hollywood have an evaluation/selection committee meeting(s) prior to the award of the contract? (Submitted: May 13, 2015 1:09:26 PM EDT)

Answer

- No, as this is a formal bid, there is no evaluation committee. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 37

What is the current service level and the current rate? (Submitted: May 14, 2015 11:27:41 PM EDT)

Answer

- Current service level is weekly and the current rate is \$2.50 per unit. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 38

Can the city please provide the number of 96-gallon recycling carts at each of the city facilities and parks that require collection. (Submitted: May 15, 2015 2:35:21 PM EDT)

Answer

- The City averages 2-3 carts per facility. The City has the right to add and remove carts as necessary during the term of this contract and will provide notice to the vendor. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 39

Page 34 - Termination: Will the City consider deleting the provision that it may terminate for cause? (Submitted: May 18, 2015 3:08:14 PM EDT)

Answer

- No. The City retains the right to terminate with or without cause. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 40

Page 34 - Scope: Please provide the number of houses receiving the service in each zone? (Submitted: May 18, 2015 3:09:32 PM EDT)

Answer

- The approximate units are as follows:

Monday â€" 3,972

Tuesday â€" 5,038

Wednesday â€" 7,330

Thursday â€" 5,655

Friday â€" 6,303

Saturday â€" 4,877

These quantities are for informational purposes only and not for the purpose of bidding. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 41

Page 35 - A., 1. - Experience: Will the City please delete the requirement to name the dedicated supervisor at the time of submission? (Submitted: May 18, 2015 3:14:01 PM EDT)

Answer

- The requirement to provide the name of the dedicated supervisor at the time of submission shall not be required; however the name and resume shall be available 30 days prior to contract service start date. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 42

Page 35-36 - A., 1. - Experience: Will the City require only identify the name and resume of project manager and not all staff to be assigned? (Submitted: May 18, 2015 3:15:33 PM EDT)

Answer

- The prospective provider is required to identify and submit the name of the project manager upon submission and not all staff to be assigned. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 43

Page 36 - A., 2. - Equipment: Please amend equipment request to be only to provide proposed equipment, not all owned equipment. (Submitted: May 18, 2015 3:17:45 PM EDT)

Answer

- Prospective vendor shall only provide a list of proposed equipment to be utilized for this contract and not all equipment owned by the vendor. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 44

Page 36 - A., 2. - Equipment: Please provide the list of vehicles currently operated by your vendor performing the services? (Submitted: May 18, 2015 3:18:38 PM EDT)

Answer

- Current contract is being serviced by 4 rear load collection vehicles with 2 spares. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 45

Page 38 - A., 3. - Carts: Please provide exact specifications for stickers to be placed on carts as well as number for each cart. (Submitted: May 18, 2015 3:21:25 PM EDT)

Answer

- One sticker shall be placed on the lid of each cart. The sticker shall be large enough to clearly read text as specified by the bid. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 46

Page 41 - B., 1. - Scope of Work: Please clarify that the awarded contractor is not responsible for inspecting each container for contamination. This will require the City to address No. 5, 6, 7, and 8 on pages 41-42. (Submitted: May 18, 2015 3:23:59 PM EDT)

Answer

- The successful bidder is required to reject containers that show obvious signs of contamination. (Answered: May 28, 2015 4:42:44 PM EDT)

Question 47

Page 50, H - Litigation: Please clarify that the litigation section is only to disclose litigation with municipalities for which the proposer was contracted. (Submitted: May 18, 2015 3:25:54 PM EDT)

Answer

- The bidder is required to disclose litigation with municipalities in which the bidder was contracted. (Answered: May 28, 2015 4:42:44 PM EDT)