

Solicitation F 4609 19 PB

Solid Waste Collections and Bulk Yard Waste Processing

Bid Designation: Public



City of Hollywood, Florida

Bid F 4609 19 PB

Solid Waste Collections and Bulk Yard Waste Processing

Bid Number F 4609 19 PB
Bid Title Solid Waste Collections and Bulk Yard Waste Processing

Bid Start Date Feb 21, 2019 6:33:37 PM EST
Bid End Date Mar 25, 2019 3:00:00 PM EDT
Question & Answer End Date Mar 14, 2019 6:00:00 PM EDT

Bid Contact Paul Bassar
Contract Compliance Officer
954-921-3628
pbassar@hollywoodfl.org

Pre-Bid Conference Mar 7, 2019 3:00:00 PM EST
Attendance is optional
Location: Public Works
1600 South Park Road
2 Floor
Hollywood, FL 33020
Not mandatory but highly recommended

Description

All Bids must be delivered to the City Clerk's Office no later than March 25, 2019 by 3PM. LATE BIDS WILL NOT BE ACCEPTED.
ELECTRONIC BIDS WILL NOT BE ACCEPTED
Address for City Clerks Office
2600 Hollywood Boulevard
Room Number 221
Hollywood, FL 33020

City of Hollywood, Florida

Bid# F-4609-19-PB

PART 2 - INTRODUCTION, PURPOSE AND BIDDER REQUIREMENTS

2.1. SCOPE OF SERVICES

The City of Hollywood, Florida is seeking bids from qualified bidders to provide one or more of the following solid waste services in accordance with the specifications contained in this solicitation:

- 1) Collection of Solid Waste, Recyclable Materials, Yard Waste, and Bulk Waste from Residential Units. If collected together, Yard Waste and Bulk Waste are referred to as Commingled Waste.
- 2) Processing and recycling/disposal of Yard Waste.
- 3) Processing and recycling/disposal of Bulk Waste.
- 4) Processing and recycling/disposal of Commingled Waste.

Vendors have the option to bid on one or more of these services. Vendors bidding on all services shall provide pricing for each individual service as well as pricing if selected to provide all services.

2.2. IMPORTANT DATES

February 21, 2019	Release of Bid
March 25, 2019	Bid Closes
March 25, 2019 – April 4, 2019	City Evaluates Bids
April – May, 2019	Commission Approval
May, 2019	Negotiations
May - June, 2019	Executed Agreement

2.3. DEFINITIONS

The definitions of words and phrases used in this solicitation are as defined in Chapter 50 as amended of Hollywood's Code of Ordinance entitled "Solid Waste and Recycling Management" and Florida Statute 403 as amended unless defined below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

Bulk Waste means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a container. Bulk Waste includes, but is not limited to, furniture and fixtures, mattresses, appliances, equipment, bicycles, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Unit.

City of Hollywood, Florida

Bid# F-4609-19-PB

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

Commingled Waste means commingled Yard Waste and Bulk Waste.

Contract Year means the time from the commencement date of service, which shall be August 1, 2019, through July 31, 2020 and each year thereafter during the term of the Contract.

Customer Service means the City of Hollywood's Customer Service Center.

Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Recyclable Materials include glass containers; plastic containers #1-#7; aluminum, steel and bimetal cans; cartons and aseptic containers; newspapers; magazines and catalogs; flattened corrugated cardboard; brown paper shopping bags; telephone books; junk mail; paperboard; fiberboard; other mixed paper, and other materials added by the City.

Recycling Cart means a wheeled and lidded container of approximately 95 gallons in size designed and intended to be used for automated or semi-automated collection of Recyclable Materials.

Residential Unit means a single-family, duplex, or triplex dwelling located within the limits of the City of Hollywood.

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

Waste Cart means a wheeled and lidded container of approximately 95 gallons in size designed and intended to be used for automated or semi-automated collection of Solid Waste.

Yard Waste means vegetative waste including but not limited to grass clippings, leaves, Brush Material, and other miscellaneous, garden trash.

2.4. MINIMUM QUALIFICATIONS

Minimum qualifications for each of these services are specified in Section 2.7 herein. Bids will be considered only from firms that document in their submittals that they meet the minimum qualifications specified for the service(s) they wish to provide.

2.5. PRE-BID CONFERENCE

A pre-bid conference for this solicitation is scheduled for 3:00 PM local time on March 7, 2019, at 1600 South Park Road, 2nd Floor, Hollywood FL, 330215.

City of Hollywood, Florida

Bid# F-4609-19-PB

2.6. CONTRACT TERM

The initial term for any contracts awarded pursuant to this solicitation shall be for a 10-year period commencing August 1, 2019. The City may renew such contracts for one additional three-year period subject to vendor acceptance, satisfactory performance of the vendor, and determination that renewal will be in the best interest of the City.

2.7. EXISTING SOLID WASTE SERVICES

Curbside (including alleys) collection of Solid Waste, Recyclable Materials, and Commingled Waste (commingled Yard Waste and Bulk Waste) is currently provided to approximately 34,659 single-family, duplex, and triplex units. Solid Waste is collected twice per week and Recyclables and Commingled Waste are collected once per week in accordance with the collection schedule depicted below.



City of Hollywood, Florida

Bid# F-4609-19-PB

These materials are currently delivered to the following facilities:

- Solid Waste and Recyclables – Waste Connections Transfer Station, 1899 SW 31st Avenue, Pembroke Park
- Commingled waste – Sun 14, 3250 SW 50th Avenue, Davie

The table below provides the tonnage of Solid Waste, Recyclables, and Commingled Waste collected curbside during the last four fiscal years (FY).

Hollywood Residential Tonnage Data				
Material:	FY 2015	FY 2016	FY 2017	FY 2018
Solid Waste	40,995	42,902	45,920	45,622
Recyclables	9,390	9,714	10,752	11,320
Commingled Waste	21,351	24,771	18,842	21,011

2.8. SERVICES BEING SOUGHT

This section provides explains the services and service options being sought by the City. Vendors have the option to bid on one or more of these services. Vendors bidding on all services shall provide pricing for each individual service as well as pricing if selected to provide all services. The City reserves the right to award separate contracts for each service or a single contract for all services regardless of whether that bidder had the lowest price for all of the services if deemed to be in the City's best interest.

2.8.1. Residential Collection Services (Price Form A)

The City is considering and is seeking pricing for several different collection service options as outlined below. Bidders submitting a bid to provide residential collection service must submit pricing for all collection service options. **Additional details regarding each service, set-out requirements, and Contractor requirements are provided in the collection specifications in Part 3 of this solicitation.**

The City is looking for pricing for three options under **Option 1**

Option 1A:

1x a week garbage collection

1x a week recycling collection

1x a week yard waste (four cubic yard limit per set-out)

1x a month bulk waste (six cubic yard limit per set-out)

City of Hollywood, Florida

Bid# F-4609-19-PB

Option 1B:

1x a week garbage collection

1x a week recycling collection

1x a week commingled (bulk and yard waste eight cubic yard limit per set-out)

Option 1C:

1x a week garbage collection

1x a week recycling collection

The City is looking for pricing for three options under **Option 2**

Option 2A:

2x a week garbage collection

1x a week recycling collection

1x a week yard waste (four cubic yard limit per set-out)

1x a month bulk waste (six cubic yard limit per set-out)

Option 2B:

2x a week garbage collection

1x a week recycling collection

1x a week commingled (bulk and yard waste eight cubic yard limit per set-out)

Option 2C:

2x a week garbage collection

1x a week recycling collection

All collection of garbage and recycling will be in City-owned and Contractor-maintained Waste Carts, with new and replacement carts provided by the Contractor. The standard Waste Cart is approximately 95 gallons in size.

Contractor may make changes to the existing route schedule for operational efficiencies and to lower cost. For operational reasons, the City is requiring that no Friday collection be conducted in certain areas of the City as more specifically defined in Part 3 of this solicitation.

City of Hollywood, Florida

Bid# F-4609-19-PB

Contractor shall deliver residential Solid Waste and Recyclables to the currently designated facility listed above, which is Waste Connections Transfer Station located at 1899 SW 31st Avenue in Pembroke Park. Designated facilities for delivery of residential Recyclables, Yard Waste, and Bulk Waste (or Commingled Waste) will be determined by this solicitation. For the purposes of providing pricing, bidders shall assume that all designated facilities will be located within Broward County. The City shall be responsible for payment of tipping fees associated with delivery of residential materials.

Contractor shall be responsible for providing collection and other services in accordance with the specifications provided in Part 3 of this solicitation, which include but are not limited to the following:

- 1) Carts: Existing Residential Units have been provided with at least one Waste Cart and one Recycling Cart. Contractor shall be responsible for maintaining these carts and for providing any new or replacement carts. Carts must be approved by the City prior to purchase. The City has 100-300 carts in inventory at any given time, which will be turned over to the selected bidder prior to the commencement of collection service. Ownership of Contractor-provided residential carts reverts to the City at the end of the Contract.
- 2) Additional Collection Services: Contractor shall provide additional collection services at no cost to the City. Such services include collection of Solid Waste and Recyclables at City-owned locations, palm frond collection service, community service pickups, collection of Solid Waste and Recyclables from City-sponsored events, and collection of illegal waste dumping, as furthered explained in Part 3 of this solicitation.
- 3) Recycling Incentive Program: Contractor shall implement an incentive program to encourage residents to recycle. This program will replace the City's previous Recycling Perks program. The Recycling Incentive Program shall have the capability to track by Residential Unit and all equipment will be the responsibility of the Contractor.
- 4) Disaster Services: The City has a pre-position contract in place with additional emergency resources and has pre-assigned routes to assist in disaster debris removal. However, at the City's request, Contractor shall make its Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris cleanup at no additional charge. Contractor shall make available to the City the same number of Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators on a daily basis for the same number of work hours as they would normally operate. These vehicles and operators shall collect disaster debris at the City's direction and shall be monitored by the City's disaster debris monitor. Disaster debris will be delivered to designated disaster debris sites.

City of Hollywood, Florida

Bid# F-4609-19-PB

Bidders should fully review and become familiar with all service requirements in Part 3 of this solicitation. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required.

2.8.2. Yard Waste Processing (Price Form B)

The City is seeking pricing for processing and recycling/disposal of residential Yard Waste. **Additional details regarding this service are provided in the processing specifications in Part 4 of this solicitation.** Award of a contract for this service will only be made if the City decides to collect Yard Waste separate from Bulk Waste.

2.8.3. Bulk Waste Processing (Price Form C)

The City is seeking pricing for processing and recycling/disposal of residential Bulk Waste. **Additional details regarding this service are provided in the processing specifications in Part 5 of this solicitation.** Award of a contract for this service will only be made if the City decides to collect Bulk Waste separate from Yard Waste.

2.8.4. Commingled Waste Processing (Price Form D)

The City is seeking pricing for processing and recycling/disposal of residential Commingled Waste. **Additional details regarding this service are provided in the processing specifications in Part 6 of this solicitation.** Award of a contract for this service will only be made if the City decides to collect Yard Waste and Bulk Waste commingled.

2.8.5. All Services (Price Form E)

The City is seeking pricing for all above referenced services identified in Price Forms A-D. Providing pricing for this section is optional.

Vendor has the ability to provide pricing for any or all of the above reference price forms (A-D and/or E).

2.9. COMPETENCY OF BIDDERS

Bidder must prove to the satisfaction of the City that the bidder is capable and has sufficient facilities, equipment, personnel, and financial strength to perform the services for which the bidder is bidding in accordance with the specifications in this solicitation. At a minimum, bidder must provide the information specified below. Any bidder who makes exaggerated or false statements may be disqualified.

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

City of Hollywood, Florida

Bid# F-4609-19-PB

THE CITY RESERVES THE RIGHT IN DETERMINING THE RESPONSIVE/RESPONSIBLE REQUIREMENT FOR ALL BIDS SUBMISSION AND LISTED SERVICES. CITY WILL HAVE THE FINAL DECISION IN DETERMINING THE BEST VALUE IN THE CITY'S INTEREST

2.9.1. Residential Collection Service

Bidders wishing to provide residential Solid Waste, Recyclables, Yard Waste, and Bulk Waste (or Commingled Waste) collection services in accordance with this solicitation and the technical specifications provided in Part 3 must document the following in their submittals. Bidder must document or provide references to support any and all claims. References will be verified and evaluated based on the number and size of existing or previous contracts, number of years in the business, proposed staffing, and the quality of work currently being performed.

- A) Experience: Bidder must have a minimum of five years of experience successfully providing similar residential solid waste, recyclables, yard waste, and bulk waste (or commingled waste) collection services to a minimum of 30,000 single-family, duplex, and/or triplex residential units. Bidder shall document the number of years in business. Bidder shall provide a list of all contracts for residential collection services it currently has or has had in the last three years with any municipality in Broward County as well as a list of other similar municipal contracts within the last three years. These lists must include the name of the municipality, address, description of the service provided (i.e., types of materials collected), number of residential units serviced, start and end date of service, and a contact person with telephone number and email address. Overall, a minimum of three similar municipal references must be provided, with Florida references preferred.
- B) Performance: Bidder must document past performance history, including providing (1) description of all criminal actions against the bidder pertaining to non-performance of solid waste collection services during the last three years and (2) description of all civil actions, losses of service contract, bid bond claims, performance bond claims, liquidated damages, administrative charges, or other similar types of fees or charges related to solid waste collection services amounting to \$5,000 or more per contract per contract year against the bidder during the last three years. Performance history may be limited to the State of Florida; however, if bidder has no existing service history within the State of Florida, then nationwide performance history shall be submitted. Any omissions within this section may be cause for the bid to be deemed non-responsive at the City's discretion.
- C) Senior Management: Bidder must demonstrate it has an experienced senior management team that will oversee the contract if awarded. Bidder must demonstrate that each member of the senior management team has a minimum of five years of experience in the solid waste collection business.

City of Hollywood, Florida

Bid# F-4609-19-PB

- D) Route Supervisors: Bidder must confirm it will provide at least two full-time Route Supervisors dedicated solely to the City of Hollywood who will meet or exceed the Route Supervisor requirements specified in Part 3 herein.
- E) Customer Service: Bidder must provide, to the satisfaction of the City, a detailed customer service plan to demonstrate the Contractor will meet the customer service requirements in Section 3. In addition to a customer service center, and a computer tracking system for service requests, the City requires web-based platform for submitting and tracking complaints. The City is also requesting GPS-trackable reports and DriveCam video upon request. Bidder shall describe in detail how it plans to record, manage, and report information to satisfy reporting requirements. Bidder is encouraged to submit examples of report formats
- F) Operating Plan: Bidder must document that it will use adequate equipment and personnel to provide residential collection services to the satisfaction of the City. Bidder shall provide an operating plan detailing the following:
- Frontline and reserve collection vehicles (including number, type, make, model, and year) that will be used to collect each type of material (Solid Waste, Recyclables, Yard Waste, and Bulk Waste, and alternatively Commingled Waste) and other equipment.
 - Staffing (number and title) and resources to satisfactorily perform the required services.
 - Contingency plan for vehicle breakdowns and for communicating such issues to the City.

This information should be provided for various service options the City is considering. The City of Hollywood strongly encourages use of carbon-reduction alternative fuel vehicles; however, the City does not provide a preference to those bidders who offer to use such vehicles in the performance of such services. It is the sole responsibility of the bidder to tour collection routes and familiarize themselves with the work addressed in this solicitation and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to fully understand service requirements and equipment necessary to provide collection services to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required.

- G) Alley Collection: An estimated 60 percent of Residential Units receive alley collection. Bidder must demonstrate its ability to successfully provide alley collection service.

City of Hollywood, Florida

Bid# F-4609-19-PB

- H) Yard and Bulk Waste: Bidder must demonstrate the ability to successfully collect yard waste and bulk waste in areas with similar climates and generation rates to South Florida.
- I) Support Garage: Bidder must demonstrate access to a support garage, related repair service, and work location suitable to conduct business with the resources necessary to complete daily routes as scheduled. The City may conduct a site visit.
- J) Recycling Incentive Program: Bidder must describe its Recycling Incentive Program, explain how it meets the requirements specified in Part 3 herein, and document how it has provided an incentive to recycle elsewhere.
- K) Licenses, etc.: Bidder shall provide a copy of all permits, certifications, and licenses that the bidder holds or has received that evidences the bidder's ability, capacity, and compliance with any applicable rule, regulation, ordinance, or statute to provide residential collection services.
- L) Financial Capability: Bidder must demonstrate sufficient financial resources to successfully perform under this contract. Upon request, the bidder agrees to supply the City for review (in Broward County) financial records for the last three years to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term of the contract.

2.9.2. Yard Waste Processing and Recycling/Disposal

Bidders wishing to receive, process, and recycle/dispose of Yard Waste collected within the City in accordance with this solicitation and the technical specifications provided in Part 4 must document the following in their submittals.

- A) Experience: Bidder or its key personnel must have at least five years of experience providing Yard Waste processing services of a similar scale as that required by the City.
- B) Designated Facilities: Bidder must provide the name and address of the facility at which it proposes to process the City's Yard Waste (Yard Waste Processing Facility). If the Yard Waste Processing Facility is not located within Broward County or is not within a 20-mile driving distance of the City of Hollywood's city limits, bidder must also provide the name and address of a facility that meets those requirements at which it proposes to receive the City's Yard Waste (Yard Waste Receiving Facility). Bidder must also provide the name and address of an alternate Yard Waste Processing Facility it will utilize if the Designated Yard Waste Processing Facility is not operational due to a natural disaster. Bidder must document that all facilities are permitted/licensed and operational at the time of bid submittal. Bidder must also provide an explanation of any outstanding compliance issues at the facilities, including but not limited to notices of violation, consent orders, etc.

City of Hollywood, Florida

Bid# F-4609-19-PB

- C) References: Bidder must provide at least three references of entities to which it has provided yard waste processing services. Bidder shall provide the entity's name; contact's name, title, telephone number, and email address; description of services provided, materials handled, and approximate tonnage; and dates of service. References within Broward County or Florida are preferred.

2.9.3. Bulk Waste Processing and Recycling/Disposal

Bidders wishing to receive, process, and recycle/dispose of Bulk Waste collected within the City in accordance with this solicitation and the technical specifications provided in Part 5 must document the following in their submittals.

- A) Experience: Bidder or its key personnel must have at least five years of experience providing Bulk Waste processing/disposal services of a similar scale as that required by the City.
- B) Designated Facilities: Bidder must provide the name and address of the facility at which it proposes to process/dispose of the City's Bulk Waste (Bulk Waste Disposal Facility). If the Bulk Waste Disposal Facility is not located within Broward County or is not within a 20-mile driving distance of the City of Hollywood's city limits, bidder must also provide the name and address of a facility that meets those requirements at which it proposes to receive the City's Bulk Waste (Bulk Waste Receiving Facility). Bidder must also provide the name and address of an alternate Bulk Waste Processing Facility it will utilize if the Designated Bulk Waste Disposal Facility is not operational due to a natural disaster. Bidder must document that all facilities are permitted/licensed and operational at the time of bid submittal. Bidder must also provide an explanation of any outstanding compliance issues at the facilities, including but not limited to notices of violation, consent orders, etc.
- C) References: Bidder must provide at least three references of entities to which it has provided bulk waste processing/disposal services. Bidder shall provide the entity's name; contact's name, title, telephone number, and email address; description of services provided, materials handled, and approximate tonnage; and dates of service. References within Broward County or Florida are preferred.

2.9.4. Commingled Waste Processing and Recycling/Disposal

Bidders wishing to receive, process, and recycle/dispose of Commingled Waste collected within the City in accordance with this solicitation and the technical specifications provided in Part 6 must document the following in their submittals.

- A) Experience: Bidder or its key personnel must have at least five years of experience providing Commingled Waste processing/disposal services of a similar scale as that required by the City.

City of Hollywood, Florida

Bid# F-4609-19-PB

- B) Designated Facilities: Bidder must provide the name and address of the facility at which it proposes to process/dispose of the City's Commingled Waste (Commingled Waste Disposal Facility). If the Commingled Waste Disposal Facility is not located within Broward County or is not within a 20-mile driving distance of the City of Hollywood's city limits, bidder must also provide the name and address of a facility that meets those requirements at which it proposes to receive the City's Commingled Waste (Commingled Waste Receiving Facility). Bidder must also provide the name and address of an alternate Commingled Waste Processing Facility it will utilize if the Designated Commingled Waste Processing Facility is not operational due to a natural disaster. Bidder must document that all facilities are permitted/licensed and operational at the time of bid submittal. Bidder must also provide an explanation of any outstanding compliance issues at the facilities, including but not limited to notices of violation, consent orders, etc.
- C) References: Bidder must provide at least three references of entities to which it has provided commingled waste processing/disposal services. Bidder shall provide the entity's name; contact's name, title, telephone number, and email address; description of services provided, materials handled, and approximate tonnage; and dates of service. References within Broward County or Florida are preferred.

2.10. INSURANCE

Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension terms(s), the insurance coverage's set forth in this section. The Contractor shall furnish original certificates to the City's Procurement Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

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-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

Cancellation

Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

A) Comprehensive General Liability:

Commercial General Liability Insurance with not less than the following limits:

General Aggregate	\$2,000,000
Products-Comp/Op Aggregate	\$2,000,000

City of Hollywood, Florida

Bid# F-4609-19-PB

Personal and Advertising injury	\$2,000,000
Each Occurrence	\$2,000,000
Damages to rented premises	\$ 50,000

The City of Hollywood shall be named as an Additional Insured. 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:

Commercial Automobile Liability Insurance with not less than the following limits:

Combined Single Limit	\$2,000,000
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The City of Hollywood shall be named as an Additional Insured. Coverage shall include contractual liability assumed under this agreement, owned, Hired and non-owned vehicles.

C) Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$500,000

D) Pollution Liability:

\$1,000,000 each claim / \$2,000,000 Agg.

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

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

City of Hollywood, Florida

Bid# F-4609-19-PB

2.11. BID DEPOSIT

A bid deposit or bid surety bond in the amount of 5% of annual contract amount shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Hollywood. In lieu of a bid deposit, a bid surety provided by a firm licensed to do business in the State of Florida shall be provided to the City. Bid deposits will be returned to the bidder(s) at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable performance and/or payment bond(s).

2.12. SERVICE TEST PERIOD

The City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract and the Contractor's City-approved transition plan, and to the City's satisfaction.

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

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

2.13. PERFORMANCE AND PAYMENT BOND

A final award by the City will require that within 15 business days following written notice of award by the City Commission, Contractor shall furnish to the City of Hollywood a performance/payment bond(s) equal to the first years' contract amount. Contractor will be held responsible for renewal of the bond for each successive year of the contract. The bond(s) must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The bond shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the surety company issuing the bond. The surety company shall have a minimum Best's policy holder rating of "A" and required financial rating of VIII from Best's key rating guide. Subject bond(s) will cover the entire contract amount. Bidder must submit proof of bondability when submitting Bid.

2.14. PRICING

Bidder must complete and submit all pricing requested on the appropriate Price Forms(s) for the service(s) Bidder wishes to provide. If Bidder wishes to provide preferential pricing for the right to provide all requested services in this solicitation, then Bidder must also complete Price Form E. Price Forms A-E are provided on the following pages. As stated previously, the City reserves the right to award separate contracts for each service or a single contract for all services regardless of whether that bidder had the lowest price for all services if deemed to be in the City's best interest.

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM A - RESIDENTIAL COLLECTION SERVICE

Bidders wishing to provide collection services must complete all pricing for all options in this table. Unit counts are for the purposes of this bid. Payment will be based on actual number of units billed for service.

	Option 1A		Option 1B		Option 1C		Option 2A		Option 2B		Option 2C	
	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price
a Solid Waste (\$/unit/month)	1		1		1		2		2		2	
b Recyclables (\$/unit/month)	1		1		1		1		1		1	
c Yard Waste (\$/unit/month)	1		NA	NA	NA	NA	1		NA	NA	NA	NA
d Bulk Waste (\$/unit/month)	1		NA	NA	NA	NA	1		NA	NA	NA	NA
e Commingled Waste (\$/unit/month)	NA	NA	1		NA	NA	NA	NA	1		NA	NA
f Total Bid Price (\$/unit/month) (Sum of lines a-e)												
g Estimated Number of Units		34,659		34,659		34,659		34,659		34,659		34,659
h Annual Price (f x g x 12)												
i Special Collection Service (sum of lines k & l below)												
j Total Annual Price (h + i)												

Special Collection Service		Bid Price	Unit	Est. # of Units/Year	Total Annual Price
k	Cart Service on Unscheduled Day		\$/pickup	500	
l	Collection of Excess Yard, Bulk, or Commingled Waste		\$/cubic yard	1,000	

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM B - YARD WASTE RECYCLING

Bidders wishing to provide Yard Waste processing, recycling, and disposal services must complete this form. Estimated tonnage is for the purposes of this bid. Payment will be based on actual tonnage delivered for processing by or on behalf of the City.

	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
Yard Waste received at Designated Receiving Facility		tons	20,000	

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM C - BULK WASTE PROCESSING AND DISPOSAL

Bidders wishing to provide Bulk Waste processing and disposal services must complete this form. Estimated tonnage is for the purposes of this bid. Payment will be based on actual tonnage delivered for processing by or on behalf of the City.

	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
Bulk Waste received at Designated Receiving Facility		tons	5,000	

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM D - COMMINGLED WASTE PROCESSING AND DISPOSAL

Bidders wishing to provide Commingled Waste processing and disposal services must complete this form. Estimated tonnage is for the purposes of this bid. Payment will be based on actual tonnage delivered for processing by or on behalf of the City.

	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
Commingled Waste received at Designated Receiving Facility		tons	25,000	

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM E - ALL SERVICES

Bidders wishing to provide all services included in this solicitation may provide pricing for all six options listed below but at a minimum must complete all pricing for either Options 1A, 1C, 2A, and 2C or Options 1B, 1C, 2B, and 2C..Unit counts are for the purposes of this bid. Payment will be based on actual number of units billed and tonnage delivered for processing.

	Option 1A		Option 1B		Option 1C		Option 2A		Option 2B		Option 2C	
	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price	Collections/ unit/week	Bid Price
a Solid Waste (\$/unit/month)	1		1		1		2		2		2	
b Recyclables (\$/unit/month)	1		1		1		1		1		1	
c Yard Waste (\$/unit/month)	1		NA	NA	NA	NA	1		NA	NA	NA	NA
d Bulk Waste (\$/unit/month)	1		NA	NA	NA	NA	1		NA	NA	NA	NA
e Commingled Waste (\$/unit/month)	NA	NA	1		NA	NA	NA	NA	1		NA	NA
f Total Bid Price (\$/unit/month) (Sum of lines a-e)												
g Estimated Number of Units		34,659		34,659		34,659		34,659		34,659		34,659
h Annual Price (f x g x 12)												
i Special Collection Service (sum of lines n & o below)												
j Yard Waste Processing (line p below)				NA		NA				NA		NA
k Bulk Waste Processing & Disposal (line q below)				NA		NA				NA		NA
l Commingled Waste Processing & Disposal (line r below)		NA						NA				
m Total Annual Price (sum of lines h-l)												

Special Collection Service		Bid Price	Unit	Est. # of Units/Year	Total Annual Price
n	Cart Service on Unscheduled Day		\$/pickup	500	
o	Collection of Excess Yard, Bulk, or Commingled Waste		\$/cubic yard	1,000	

Processing & Disposal Service		Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
p	Yard Waste received at Designated Receiving Facility		tons	20,000	
q	Bulk Waste received at Designated Receiving Facility		tons	5,000	
r	Commingled Waste received at Designated Receiving Facility		tons	25,000	

City of Hollywood, Florida

Bid# F-4609-19-PB

PART 3 - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR RESIDENTIAL COLLECTION SERVICE

3.1.RESIDENTIAL COLLECTION SERVICE

Contractor shall collect Solid Waste, Recyclable Materials, Yard Waste, and Bulk Waste from all single-family, duplex, and triplex Residential Units within the City limits in accordance with the specifications and requirements herein (referred to collectively as Residential Collection Service). Contractor shall schedule and dispatch sufficient equipment and labor (including reserve resources) to successfully complete the routes each day within the allotted time period and obtaining desired program results.

- 3.1.1. Residential Solid Waste. Contractor shall collect Solid Waste from all Residential Units within the City in accordance with either Option 1 or Option 2 below as selected by the City.

Option 1 – Once per week

Option 2 – Twice per week

If twice per week collection is selected, regularly scheduled collection days must be at least 48 hours and not more than 72 hours apart, with the exception of holidays as set forth herein. Solid Waste is collected in Waste Carts, but customers may place an extra plastic bag containing Solid Waste on top of the cart for pickup. During the week following Christmas Day, Contractor shall pick up an extra bag or two on the side of the cart to assist the customer with extra disposal needs. Residential customers may request additional Waste Carts as specified in Section 3.13.8 herein.

- 3.1.2. Residential Recyclables. Contractor shall collect Recyclable Materials from all Residential Units within the City once per week. Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same Recycling Cart. Recyclables currently accepted in the program include glass containers; plastic containers #1-#7; aluminum, steel and bimetal cans; cartons and aseptic containers; newspapers; magazines and catalogs; flattened corrugated cardboard; brown paper shopping bags; telephone books; junk mail; paperboard; fiberboard; and other mixed paper. Upon 30 days written notice to the Contractor, the City may add or delete the types of items included as Recyclables. The addition of items shall be at no additional cost to the City unless the Contractor documents that the addition of such items substantially impacts the cost of providing Residential Collection Service.

- 3.1.3. Residential Yard Waste and Bulk Waste. Contractor shall collect Yard Waste and Bulk Waste from all Residential Units within the City in

City of Hollywood, Florida

Bid# F-4609-19-PB

accordance with either Option A, Option B, or Option C below as selected by the City.

Option A – Separate Collection:

- Once per week collection of Yard Waste with a four cubic yard limit per weekly set-out.
- Once per month collection of Bulk Waste with a six cubic yard limit per monthly set-out.

Option B – Combined Collection: Once per week collection of Commingled Waste (commingled Yard Waste and Bulk Waste) with an eight cubic yard limit per weekly set-out.

Option C – No collection of Yard Waste, Bulk Waste, or Commingled Waste.

Contractor shall utilize the clean sweep method by driving up and down every neighborhood street. The City requests customers to containerize or bag leaves and grass clippings and requires customers to cut tree limbs to no more than four-foot lengths. In the event the set-out limit is exceeded, Contractor shall follow the non-collection procedures in Section 3.9.3.

If Yard Waste is collected separate from Bulk Waste, it must be “clean” (free of other waste). Contractor shall inspect Yard Waste for contamination before loading or dumping. If Yard Waste is contaminated with other materials to the extent that it cannot be easily separated, Contractor shall follow the non-collection procedures in Section 3.9.3. If Yard Waste can easily be separated from the other materials, Contractor shall collect the Yard Waste and follow the non-collection procedures in Section 3.9.3 for the remainder of the material.

3.1.4. Special Collection Service.

- 3.1.4.1. At the request of a residential customer, Contractor shall provide special pickups of materials on a non-scheduled route day or exceeding set-out limits for an additional fee as bid by Contractor. Contractor is responsible for billing and collecting payment from the residential customer for this service.
- 3.1.4.2. If a residential customer fails to contact the Contractor for special collection of waste not in compliance with set-out limits or requirements, at the City’s request, Contractor shall collect and dispose of such waste in accordance with this Contract at no additional charge to the City or the customer. The City will be responsible for imposing and collecting fines from the customer for

City of Hollywood, Florida

Bid# F-4609-19-PB

such violation. Contractor shall provide the Contract Administrator with proof of pickup by providing before and after digital pictures.

3.2. HOURS

Residential Collection Service shall be provided 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.

3.3. HOLIDAYS

3.3.1. Holiday Schedule. Collection will take place on all holidays except Christmas Day. If the City selects twice per week Solid Waste collection, then regularly scheduled Solid Waste routes that fall on Christmas Day will be skipped and there will be no make-up day. If the City selects once per week Solid Waste collection, then regularly scheduled Solid Waste routes that fall on Christmas Day shall be collected on the day after Christmas Day and all other Solid Waste routes for the remainder of that work week will be collected the day after the normally scheduled route day. If a regularly scheduled route for Recyclables, Yard Waste, Bulk Waste, or Commingled Waste falls on Christmas Day, the route will be skipped and there will be no make-up day.

3.3.2. Pickup of Overflow. Contractor shall pick up extra bags and boxes on all routes the week immediately following Christmas Day to collect the overflow of holiday waste.

3.4. ROUTES AND SCHEDULES**3.4.1. Route Schedule.**

3.4.1.1. Contractor shall provide the Contract Administrator with schedules for all Residential Collection Service routes as part of its Transition Plan and shall keep such information up-to-date at all times. The route schedule is subject to approval by the Contract Administrator.

3.4.1.2. Certain areas of the City, as specified below and depicted in Exhibit A, shall not have Friday collections for operational reasons.

North boundary – City limits
East boundary – Interstate 95
South boundary – Sheridan Street
West boundary – North 56th Avenue

3.4.2. Changes in Route Schedule. No permanent change in routes or schedules that will alter the days of Residential Collection Service may be made without the prior written consent of the Contract Administrator.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.4.3. Notification of Route Changes. Contractor shall be responsible for adequately and effectively notifying residential customers of any change in routes or schedules that will alter the days of Residential Collection Service, including any changes that occur at the commencement date of service and any temporary changes due to holidays. Contractor shall notify the affected residential customers, in writing or other manner as approved by the Contract Administrator, not less than two weeks prior to the change. All notifications and advertising developed by Contractor must be approved by the City prior to printing or distribution.

3.5. PICKUP LOCATIONS

Contractor is responsible for fully familiarizing itself and its employees with the pickup locations and services required in all neighborhoods and parts of the City.

- 3.5.1. Waste and Recycling Cart Location. Residential customers place Waste Carts and Recycling Carts either curbside or in alleyways for collection. In certain locations such as cul-de-sacs, one-way streets, and locations with on street parking, Contractor's employee may have to pull carts to the truck in order to provide service.

- 3.5.2. Yard Waste and Bulk Waste (or Commingled Waste) Location.

- 3.5.2.1. Yard Waste and Bulk Waste (or Commingled Waste) may be placed roadside on the swale, in the alley, or to the rear of the sidewalk on private property due to the narrow right-of-way.
- 3.5.2.2. Contractor shall make every effort to collect all Yard Waste and Bulk Waste (or Commingled Waste) meeting set-out limits and shall provide appropriate vehicles and equipment for collecting these materials under the various conditions present within the City. In the event Contractor is unable to collect Yard Waste or Bulk Waste (or Commingled Waste) because of safety issues, Contractor shall follow the non-collection procedures in Section 3.9 of this Contract.
- 3.5.2.3. Due to space limitations, some locations exist where the City and residents have agreed to non-conforming pickup service. The Route Supervisor is expected to work with customers in reference to placement of Yard Waste and Bulk Waste in order to ensure service is provided.
- 3.5.2.4. Combining Yard Waste or Bulk Waste (or Commingled Waste) with a neighbor is not acceptable because of the set-out limits. All discarded items must come from the property; no imported trash is accepted.
- 3.5.2.5. The Contract Administrator will provide Contractor route guidance during the transition period.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.5.3. Obstructions. All residential customers are entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc., Contractor shall make every effort to service all customers. The Route Supervisor shall immediately notify the Contract Administrator and City Code Compliance of any such obstructions.
- 3.5.4. Side or Back Door Collection. For residential customers who are medically unable to bring their Waste Cart or Recycling Cart to the curb, Contractor will bring the cart(s) to the curb for dumping and then return it to its original placement at no additional charge to the customer or the City. Annually, the Contract Administrator will certify the list of residential customers requiring this service and provide it to Contractor.

3.6. TRANSITION IN SERVICE

- 3.6.1. Transition Prior to Commencement Date of Service. Contractor shall provide a smooth transition in service to minimize inconvenience to customers. To accomplish this objective, Contractor shall submit to the Contract Administrator, no later than 30 calendar days following execution of the Contract, a Transition Plan that provides a detailed description of how Contractor will plan and prepare for initiating collection services on the commencement date. The Transition Plan must meet the approval of the Contract Administrator. If the Contract Administrator does not approve any part of the Transition Plan, Contractor shall provide a revised Transition Plan within five work days of notification. At a minimum, Contractor must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the City-approved plan. This list is not intended to identify all necessary tasks to be performed by Contractor, but to provide a springboard for Contractor to develop a comprehensive Transition Plan.
- 3.6.1.1. Contact list: List of key transition personnel including, but not limited to, Route Supervisor.
- 3.6.1.2. Meeting and call schedule: Proposed meeting and call schedule including, but not limited to, meetings with City staff and outgoing contractor leading up to the service commencement date.
- 3.6.1.3. Customer service center: Schedule for setting up a customer service center meeting the requirements of Section 3.10.2 of this Contract and training staff to begin receiving calls.
- 3.6.1.4. Cart and container procurement and distribution: Information regarding Waste Carts and Recycling Carts (including but not limited to make, model, and labeling) for City approval, schedule for purchase and delivery of Contractor-provided carts, schedule for assembly and distribution (A&D) of any carts needed prior to the commencement date, description of A&D procedures, and

City of Hollywood, Florida

Bid# F-4609-19-PB

schedule for delivery of Contractor-provided containers to City-owned locations pursuant to Section 3.14.1 of this Contract.

- 3.6.1.5. Fleet: Final list of vehicles (type, make, model, year), schedule for purchase and delivery of any new vehicles, and schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) prior to the service commencement date.
- 3.6.1.6. Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- 3.6.1.7. Routing: Collection routes for each material stream.
- 3.6.2. Onsite Customer Service Representative. During the first 60 days following commencement of Residential Collection Service, Contractor shall provide a full-time customer service representative who will be stationed onsite at the City's Customer Service Center to assist in addressing customer questions, concerns, and complaints. Such representative shall have direct communication with the Route Supervisors, crews, and dispatch, and shall be capable of troubleshooting any service issues that arise.
- 3.6.3. Transition Prior to Expiration of this Contract.
 - 3.6.3.1. Should the City choose not to exercise the renewal option of the Contract or should no renewal options remain, the City anticipates awarding a new contract at least six months prior to the expiration of the Contract or any subsequent renewals. In the event a new contract has not been awarded within such time frame, Contractor agrees to provide service to the City for up to an additional 180-day period beyond the expiration of the Contract at the then established service rates, provided the City requests said services, in writing, at such time. The service rates for this additional period will be adjusted as they normally would on August 1 as specified in Section 3.20.2 herein.
 - 3.6.3.2. At the expiration of the Contract, Contractor shall work with the City and the newly selected contractor to ensure a smooth transition period with no interruption of service.

3.7. GENERAL CONTRACTOR RESPONSIBILITIES

- 3.7.1. Quality Service. The City takes great pride and is strongly committed to offering a high level of customer service to its residents. Contractor is expected and required to offer City customers, at a minimum, a matching level of quality service. Contractor shall plan, organize, and direct resources to successfully provide Residential Collection Service and ensure a high level of customer satisfaction.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.7.2. Resources. Contractor shall furnish and supply sufficient vehicles, equipment, and personnel to complete scheduled routes on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route. Incomplete routes shall be subject to liquidated damages pursuant to Section 3.22 of this Contract.
- 3.7.3. No Mixing of Materials. Contractor shall collect Solid Waste, Recyclables, Yard Waste, and Bulk Waste generated in the City separate from any material generated in another jurisdiction. Contractor shall not commingle Recyclable Materials with other solid waste.
- 3.7.4. Cart Placement. Contractor's employees shall completely empty all carts and return them to the customer's original placement location without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. Carts shall be placed in an upright position 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, or will result in the cart not being 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 obstructing traffic or restricting driveway access.
- 3.7.5. Employee Behavior. Contractor's employees shall treat all customers in a polite and courteous manner and shall treat all City-owned carts with due care.
- 3.7.6. Right-Hand Side Collection. Contractor's collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets. At no time shall collection crews cross to the opposite side of the street to retrieve carts or materials that have been set out for collection. In situations where it is impossible or difficult to turn around to service a location from the right side of the vehicle, such as in alleyways, left-side service is permitted, but only in a manner than ensures the safety of residents and collection workers.
- 3.7.7. Cleanup. The roadway and swale, including the private property pickup area if applicable, shall be free of trash and debris and left in a neat and clean appearance. When requested by the Contract Administrator, Contractor shall rake swales and clean the street with a handheld gas blower or broom after collection service.
- 3.7.8. Litter and Spillage. Contractor shall not litter or cause any spillage to occur upon the premise, roadway, or right-of-way. Extra service effort shall be required to ensure all waste or litter is picked up around the cart location. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling, and blowing is prevented. In the event of any spillage or leaking, including but not limited to hydraulic and other fluids from the

City of Hollywood, Florida

Bid# F-4609-19-PB

collection vehicle or materials such as paint, by Contractor for any reason or source, Contractor shall ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately to the satisfaction of the City and at no additional cost to the City.

- 3.7.9. Property Damage. Contractor and its employees shall take extreme care to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage caused by the negligent or willful acts of Contractor, its officers, employees, agents, subcontractors, partners, or invitees to public or private property shall be the responsibility of Contractor and shall be repaired and/or replaced at no additional cost to the City. Contractor shall provide the Contract Administrator with a timely report of the remediation of any incident or unresolved complaint involving a claim of damage to private or public property as a result of the actions of the Contractor, its officers, employees, agents, subcontractors, partners, or invitees.
- 3.7.10. Reimbursement for City Action. If Contractor fails to take prompt and effective remedial action to clean up spills or make repairs and, after notice to Contractor, the City is required to respond to clean up or repair, costs for such City action shall be deducted from the Contractor's monthly invoice.
- 3.7.11. Permits and Licenses. Contractor shall, at its own expense, obtain all necessary permits and pay all license fees and taxes. A City Occupational License is required if place of business or office is located within the City limits.
- 3.7.12. Compliance. Contractor shall comply with all local ordinances, State and Federal laws, rules and regulations, and interlocal agreements that would apply to the Contract.

3.8. MISSED PICKUPS AND LATE SET-OUTS

- 3.8.1. No Missed or Late Set Outs. There shall be no claim by Contractor of missed collection due to late set-outs on the collection route. The Route Supervisor shall be responsible to ride through the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary, to provide service for the customer.
- 3.8.2. Servicing Missed Pickups. If a residential customer or the City notifies Contractor of a missed pickup on a regularly scheduled route before 12:00 p.m. Monday through Saturday, Contractor shall collect the missed pickup before the end that same day. If notification of a missed pickup is received after 12:00 p.m. Monday through Saturday, Contractor shall make every effort to collect the missed pickup that same day but shall make such pickup no later than 12:00 p.m. the following work day.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.8.3. Failure to Service Missed Pickups. If Contractor fails to collect a missed pickup within the time frame specified herein, the City may provide the contracted service by use of City equipment or other resources and deduct the cost of such service from Contractor's monthly invoice in addition to liquidated damages in accordance with Section 3.22 herein.

3.9. IMPROPERLY PREPARED MATERIALS**3.9.1. Solid Waste.**

- 3.9.1.1. In the event Solid Waste is improperly prepared or bagged Solid Waste in excess of that allowed herein is placed outside of the Waste Cart, Contractor shall pick up the Solid Waste and leave a notice of improperly prepared materials (Non-Compliance Notice) with an explanation of proper procedures for setting out such materials.
- 3.9.1.2. If a residential customer receives two Non-Compliance Notices within a 12-month period, the Route Supervisor will meet with the customer to explain program guidelines, provide a collection program brochure, and record the results with Customer Service. Only after two documented Non-Compliance Notices may the Contractor refuse Solid Waste collection service for non-compliance and leave a notice of such non-collection (Non-Collection Notice). The Route Supervisor shall take digital photographs of the materials to document the reason for non-collection. Contractor shall notify Customer Service and City Code Compliance of problem addresses and request City intervention.

3.9.2. Recyclables Materials.

- 3.9.2.1. Contractor shall inspect Recycling Carts for contamination before dumping to determine whether they contain materials not accepted in the recycling program or excessively contaminated Recyclable Materials.
- 3.9.2.2. If Recyclable Materials contain excessive contamination, Contractor shall leave the materials in the Recycling Cart and the Route Supervisor shall place a Non-Collection Notice on the cart explaining why the materials were not collected and proper procedures for preparing and setting out Recyclables. The Route Supervisor shall take digital photographs of the materials to document the reason for non-collection. Contractor shall pick up such contaminated Recyclables on the next Solid Waste collection day.
- 3.9.2.3. If Recyclable Materials are contaminated, but such contamination is not excessive, Contractor shall empty the Recycling Cart but also

City of Hollywood, Florida

Bid# F-4609-19-PB

place a Non-Compliance Notice on the cart explaining the contaminants and proper procedures for preparing and setting out Recyclables.

- 3.9.2.4. Contractor shall be responsible for loads of Recyclables containing excessive contamination rejected by the City's Recyclable Materials processing contractor and for the proper disposal of said contaminated materials.
- 3.9.3. Yard Waste, Bulk Waste and Commingled Waste.
 - 3.9.3.1. If Yard Waste, Bulk Waste, or Commingled Waste exceeds the set-out limit or is improperly prepared or placed, Contractor shall leave the material and the Route Supervisor shall place a Non-Collection Notice on the front door. The Non-Collection Notice shall state why collection was not made and note the size of the pile if non-collection was due to exceeding set-out limits. The Route Supervisor shall take digital photographs of the material, at a minimum from all four sides of the pile, to document the reason for non-collection and shall record the size of the pile if oversized.
 - 3.9.3.2. Upon request by a residential customer and after approval of the service fee by the residential customer, Contractor shall collect Yard Waste, Bulk Waste, or Commingled Waste exceeding the cubic yard set-out limit as Special Collection Service pursuant to Section 3.1.4 of this Contract and for an additional fee based on the cubic yard rate bid by Contractor.
- 3.9.4. Notice. The design and content of all notices must be approved by the Contract Administrator prior to printing and the cost of printing and delivery of said notices shall be paid for by Contractor. All notices shall be placed on the front door of the affected property.
- 3.9.5. City Notification of Non-Collection. By the end of each work day, Contractor shall electronically transmit to the Contract Administrator and City Code Compliance a list of all Residential Units at which collection was not made that work day. This list shall include the address and reason for each non-collection event. All non-collections because of oversize piles of Yard Waste, Bulk Waste, or Commingled Waste shall include the total size of the pile. Contractor shall also electronically transmit all digital photographs of the non-collection to the Contract Administrator.
- 3.9.6. Repeat Offenders. The Route Supervisor shall report to Customer Service any location that consistently sets out improperly prepared materials for collection. A City Inspector will check the address for adequate service.

City of Hollywood, Florida

Bid# F-4609-19-PB

3.10. CUSTOMER SERVICE

- 3.10.1. Customer Complaints. All service inquiries and complaints shall be directed to Contractor by the City or residential customers. All service complaints will be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a customer, the matter will be reviewed and a decision made by the Director of Public Works or his/her designee.
- 3.10.2. Contractor's Customer Service Center. Contractor shall maintain a customer service center to receive toll-free telephone calls from the City or its customers to effectively handle service-related issues. Contractor's service center shall be equipped with a complaint service and telephone answering system capable of accepting at least four incoming calls from the City or its customers at one time and shall be open from 6:00 a.m. to 5:00 p.m., on those days that Contractor provides Residential Collection Service. All City of Hollywood customer incoming calls shall be answered within a maximum of five 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. A telephone answering service or mechanical answering device shall be provided during those times when the customer service center is closed.
- 3.10.3. Call-Backs. Contractor 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, Contractor shall make a minimum of three attempts within 24 hours to return the call. If Contractor is unable to reach the caller on the next working day, Contractor shall send a postcard to the caller on the second working day after the call was received, indicating Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the tracking system.
- 3.10.4. Communications. Contractor shall be able to respond to inquiries in English, Telecommunications Device for the Deaf Service, and any other languages necessary for communication with the Public Works Director and the public.
- 3.10.5. Tracking and Reporting. Contractor shall provide a transparent web-based platform, accessible and approved by the City, for tracking and reporting service inquiries, requests, and complaints. Contractor shall also provide GPS-trackable reports, upon request, that provide the location on route by time for each collection vehicle. Contractor shall also provide, upon request, DriveCam video for any collection vehicle.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.10.6. Emergency Telephone Number. Contractor shall provide the Director of Public Works or his/her designee with an emergency telephone number where Contractor can be reached outside of the required office hours.

3.11. PERSONNEL

- 3.11.1. Employees. Contractor shall employ sufficient and properly trained personnel to provide Residential Collection Service and other services required herein. When providing collection services, Contractor's employees shall be identifiable by wearing a uniform or shirt bearing the company's name. 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 while performing duties under the Contract. Scavenging is prohibited.
- 3.11.2. Route Supervisors. Contractor shall provide at least two permanent full-time Route Supervisors dedicated exclusively to the City of Hollywood. The City shall be notified in advance of any change in the Route Supervisors and shall have the right of approval and may request that Contractor change/replace the Route Supervisors.
- 3.11.2.1. The Route Supervisors must be available Monday through Saturday, 6:30 a.m. – 6:30 p.m. Contractor shall schedule route supervision Monday-Saturday providing relief personnel coverage when permanent Route Supervisors are off.
- 3.11.2.2. Each Route Supervisor shall be equipped with a laptop computer with wireless Internet access and a cellular phone and shall respond to collection-related issues received from Customer Service immediately from the field. Contractor shall provide the City with the Route Supervisors' telephone numbers and email addresses so contact can be made directly when required.
- 3.11.2.3. The Route Supervisors shall be in a company uniform and carry company identification credentials. The Route Supervisors shall use an identifiable company vehicle to respond to and meet with customers to resolve service inquiries or complaints.
- 3.11.2.4. The Route Supervisors shall participate in asset protection by ensuring all carts are out of the street, lids closed, and are properly being used by the customer.
- 3.11.2.5. The Route Supervisors shall ensure non-collection procedures are properly executed and assist customers by passing out and explaining program information.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.11.2.6. The Route Supervisors are responsible to respond to complaints on the same day received up to 6:30 p.m. regardless of when collection routes are completed.
- 3.11.2.7. The Route Supervisors may be required to conduct route audits to verify number of carts per billing account to ensure proper service and to prevent loss of cart inventory and City revenue.
- 3.11.2.8. The Route Supervisors shall have strong public relations skills, be able to effectively deal with angry or difficult individuals; be able to successfully solve problems while protecting the City's interest; be highly motivated, dedicated, dependable, and resourceful; and have the ability to establish positive relationships with City staff, Customer Service, and the general public.
- 3.11.2.9. The Route Supervisors shall attend weekly Sanitation meetings with City staff to discuss and evaluate service, solve performance-related issues, provide input, and share information to ensure delivery of quality service. The Route Supervisors may be required to attend public meetings, with City staff, to explain or promote services.
- 3.11.2.10. The Route Supervisors shall perform other related duties as requested.

3.12. EQUIPMENT

- 3.12.1. Sufficient and Appropriate Equipment. Contractor shall have on hand, at all times and in good working order, sufficient and appropriate collection vehicles and other equipment to provide Residential Collection Service and other services required herein. Such equipment shall include collection vehicles to service Waste and Recycling Carts, as well as collection vehicles to collect Yard Waste and Bulk Waste (or Commingled Waste).
- 3.12.2. Reserve Equipment. Contractor shall have a minimum of one reserve collection vehicle for every 10 frontline collection vehicles. Reserve vehicles shall be similarly equipped to provide collection services should frontline vehicles be inadequate or incapacitated.
- 3.12.3. Vehicle Maintenance. All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times of service.
- 3.12.4. Vehicle Markings. All vehicles used by Contractor to provide services hereunder shall clearly display the Contractor's name, Contractor's local customer service telephone number, and truck number.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.12.5. DriveCam. All collection vehicles shall be equipped with DriveCams or similar equipment. Such equipment must be maintained and fully operational at all times during collection activities.
- 3.12.6. List of Vehicles. Prior to commencement of collection services, Contractor shall provide the Contract Administrator with a list of all collection vehicles. Contractor shall keep such list current at all times during the term of the Contract and immediately notify the Contract Administrator of any changes since the list will be used to document receipt of loads at the designated processing and disposal facilities. The list shall include the vehicle identification number and material being collected.

3.13. CARTS

- 3.13.1. Current Cart Inventory. The City has issued residential customers a gray 95-gallon Waste Cart and a blue 95-gallon Recycling Cart. A limited number of customers may have more than one Waste Cart or a different size cart. The City has a number of Waste Carts and Recycling Carts in inventory, which will be turned over to Contractor prior to the service commencement date for use as replacement or new carts.
- 3.13.2. Prior to Service Commencement. Prior to the collection service commencement date, Contractor shall ensure that all Residential Units have a fully functional Waste Cart and Recycling Cart and shall inspect all carts to identify any in need of repair or replacement. Contractor shall provide a Waste Cart and Recycling Cart to any Residential Unit that does not have such cart and shall repair or replace carts as needed.
- 3.13.3. Cart Specifications. Waste Carts and Recycling Carts shall be of a similar size, color, and quality as those currently in use. All carts and cart labeling must be approved by the City in writing prior to purchase or distribution. The standard Waste Cart and Recycling Cart shall be 95 gallons or similar in size. Carts shall not have the Contractor's name on them. *NOTE: All carts (current inventory and future inventory) must contain the vendors customer service phone number.*
- 3.13.4. Inventory. Contractor shall maintain a sufficient inventory of Waste and Recycling Carts and parts to be able to make repairs or to deliver new or replacement carts within the timeframes specified herein.
- 3.13.5. New Customers. Contractor shall purchase and provide a Waste Cart and a Recycling Cart, along with appropriate informational materials as provided by the City, to all new Residential Units within four work days of notification of a new Residential Unit.
- 3.13.6. Cart Repairs. Contractor shall be responsible to repair Waste and Recycling Carts, as necessary, within four work days of notification by the City or customer. Such repairs shall be done at the customer's premises.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.13.7. Cart Replacements.** Contractor shall be responsible to purchase and deliver carts to residents who are missing carts or if a cart is damaged beyond repair (i.e., cracked or crushed) within four work days of notification by the City or customer. Contractor shall recycle all carts that are replaced.
- 3.13.8. Extra Waste or Recycling Cart.** Within four work days of a request from a residential customer or the City, Contractor shall supply a second Waste Cart for a one-time fee of \$60.00. Contractor shall be responsible for billing and collection of this fee, which shall be retained by Contractor. Contractor shall service the second Waste Cart at no additional fee to the residential customer or the City. Contractor shall record all extra carts in the asset management database and report them monthly to the Contract Administrator so the City can bill for disposal.
- 3.13.9. Asset Management Tracking.** Contractor shall develop and maintain an asset management database in Microsoft Excel format, subject to approval by the Contract Administrator, through which Contractor shall be responsible for recording and tracking the movement of all Waste and Recycling Carts used for Residential Collection Service, including deliveries, removals, repairs, warranty recovery, and any other information necessary to manage cart assets. At a minimum, the asset management database shall include the following information: parcel folio number; address; serial number and RFID chip number (if applicable) of cart delivered, repaired, and/or removed; whether the cart is a residential customer's second Waste Cart; and date of service. All database adjustments shall be made within 48 hours of service. Contractor shall provide the City with an updated copy of the asset management database monthly, as well as access upon request.
- 3.13.10. Ownership of Carts.** Ownership of Waste and Recycling Carts purchased by Contractor shall rest with the Contractor until expiration or termination for cause of the Contract, at which point ownership and warranty shall transfer to the City.

3.14. ADDITIONAL COLLECTION SERVICES

- 3.14.1. Collection at City-Owned Locations.** Contractor shall, at no cost to the City, provide Solid Waste and Recyclables collection containers and services to all City-owned locations. Such locations include offices, departments, subdivisions, parks, community centers, and at any City construction site at which City employees are conducting construction activity. Contractor shall collect Solid Waste, Recyclables, and Yard Waste no less than once per week. Carted Solid Waste, carted Recyclables, and Yard Waste may be collected on residential collection routes. This section does not apply to construction activity by independent

City of Hollywood, Florida

Bid# F-4609-19-PB

contractors or to any collection activities necessitated by a Natural Disaster.

A list of current locations, services provided, and container sizes is provided in Exhibit B. Contractor understands and agrees that, at the City's discretion, locations and services may be added or deleted from those listed below at any time with reasonable notice to Contractor and at no additional cost to the City.

- 3.14.2. Palm Frond Collection Service. Contractor shall collect palm fronds from two identified sections of the City. Section boundaries are identified in Exhibit C and are further described as follows:

Section One: North boundary – Arthur Street
East boundary – North 13th Avenue
South boundary – Johnson Street
West boundary – North 14th Terrace

Section Two: North boundary – Johnson Street
East boundary – Waterways
South boundary – Washington Avenue
West boundary – 17th Avenue

- 3.14.3. Community Service Pickups. At the City's request, Contractor shall provide up to six bulk pickups per month using roll-off containers at no additional charge.
- 3.14.4. City-Sponsored Events. Contractor shall, at no cost to the City, assist in collecting Solid Waste and Recyclables at City-sponsored events and festivals. Contractor shall provide Recycling Carts, Waste Carts, dumpsters, or open-top containers as needed depending on the size of the event. The morning following a scheduled event, Contractor shall service the containers, deliver Solid Waste and Recyclables to the City-designated facilities, and remove the containers. Up to 20 events are scheduled per year and typically take place at the Arts Park or along Hollywood Beach. The City will notify Contractor a minimum of seven days in advance of an event with details on the location of the event and where the containers are needed.
- 3.14.5. Illegal Waste Dumping. Contractor shall provide collection services for illegal waste dumping at no cost to the City. The City will provide Contractor with a list of locations that require pickup and disposal services of illegal waste dumping on an as needed basis. Upon receipt of notification, Contractor shall pick up and dispose of the illegal waste within 48 hours. The waste shall be delivered to the City-designated disposal facility and the City will be responsible for the cost of disposal.

City of Hollywood, Florida

Bid# F-4609-19-PB

3.15. RECYCLING INCENTIVE PROGRAM

3.15.1. Program Structure. Contractor shall implement a Recycling Incentive Program, subject to approval by the City, to encourage residential customers to participate in recycling. Contractor shall provide a detailed description of the Recycling Incentive Program including equipment needed, program operation and procedures, and customer rewards at least 60 days prior to the commencement of Residential Collection Service. Minimum requirements of the Recycling Incentive Program include:

- Recyclable material tracking for each Residential Unit, either by weight or frequency of pickups.
- Adequate equipment installed on Contractor's vehicles and/or Recycling Carts for tracking.
- A reporting system that provides monthly and annual data for each Residential Unit as well as totals for the City.
- Meaningful rewards based on recycling participation.
- Educational material to be provided to all Residential Units on the new Recycling Incentive Program.

3.15.2. Program Implementation. Contractor shall purchase, install, and maintain the necessary equipment and properly train employees to ensure effective implementation of the Recycling Incentive Program. Contractor shall inform all Residential Units of the new Recycling Incentive Program, how to participate, and rewards for recycling participation. Contractor is responsible for the cost of developing, printing, and distributing Recycling Incentive Program educational and informational materials. The design and content of such materials are subject to written City approval prior to development and distribution.

3.15.3. Program Tracking. Contractor shall maintain a log of Residential Units' participation in recycling, rewards given to Residential Units, and the value of such rewards. Contractor shall provide a copy of this log to the Contract Administrator monthly.

3.16. CUSTOMER INFORMATION AND PROMOTIONAL MATERIALS

3.16.1. Information and Promotion. Contractor shall assist the City with promotional activities designed to inform residents about proper set-out procedures and to increase recycling participation. Such assistance shall include but is not limited to the design, production, printing, and distribution of an annual brochure, leaflets, notices, door hangers, tags, flyers, and other promotional items. All information and promotional

City of Hollywood, Florida

Bid# F-4609-19-PB

materials are subject to prior approval of the City prior to production or distribution.

- 3.16.2. Meetings. Contractor shall attend, as requested, Civic Association meetings and Commission meetings to discuss concerns and/or issues relating to Residential Collection Service and the Recycling Incentive Program.

3.17. DISPOSAL

- 3.17.1. Designated Facilities. Contractor shall deliver Solid Waste, Recyclables, Yard Waste, Bulk Waste, and Commingled Waste collected pursuant to the Contract to facilities designated by the City during normal operating hours of each respective facility. At the time of Contract execution, the designated facility for delivery of Solid Waste and Recyclables is Waste Connections' Transfer Station located at 1899 SW 31st Avenue in Pembroke Park. Facilities for delivery of clean Yard Waste, Bulk Waste, and/or Commingled Waste shall be designated prior to commencement of collection service. The City reserves the right to designate or change the designation of a facility during the term of the Contract without additional charge as long as the designated facility is located within Broward County.
- 3.17.2. Tipping Fees and Revenue. The City shall pay all disposal and processing fees associated with delivery of Solid Waste, Recyclables, clean Yard Waste, Bulk Waste, and Commingled Waste collected pursuant to the Contract to the City-designated facilities. The City shall retain any revenue associated with the processing and sale of residential Recyclables collected pursuant to the Contract. Contractor shall provide the City with vehicle numbers in order for the City to establish billing accounts with each designated facility.
- 3.17.3. Weight Tickets. Weight tickets are required for the City to pay disposal and processing fees. Each week, the Route Supervisor shall turn in all weight tickets for materials delivered to each designated facility. Missing weight tickets must be replaced at the Contractor's expense. After notifying Contractor to replace missing tickets, the City shall order duplicates and the cost shall be deducted from the Contractor's monthly invoice. The City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.
- 3.17.4. Vehicle Tare Weights. To ensure the City is accurately being charged for disposal and processing fees, vehicle tare weights shall be validated at least annually. Depending on the scale system in use at the designated facility, Contractor shall weigh each collection vehicle in and out three times, record the information to calculate an average, and provide the information to the Contract Administrator.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.17.5. Ownership of Materials. Ownership of all materials collected pursuant to the Contract remains with the City until delivered to the designated facility for that material.
- 3.17.6. Unacceptable Waste. The City shall reimburse Contractor, if requested, for reasonable costs associated with handling "Unacceptable Waste" in loads of City materials delivered to a City-designated facility. Contractor must notify the City for assistance at time of occurrence and any additional charges must be pre-approved. Pre-approved handling charges shall be added to the monthly invoice. The term "Unacceptable Waste" shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

3.18. DISASTER SERVICES

- 3.18.1. Suspension of Regularly Scheduled Services. In the event of a natural or man-made disaster, Contractor will be expected to continue providing Residential Collection Service until the City declares a "State of Emergency" or until the City and Contractor agree that service shall be suspended due to unsafe conditions. Contractor shall resume regularly scheduled Residential Collection Service as soon as safely possible.
- 3.18.2. Assistance with Disaster Cleanup. The City has a pre-position contract in place with additional emergency resources and has pre-assigned routes to assist in disaster debris removal. However, at the City's request, Contractor shall make its Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris cleanup at no additional charge. Contractor shall make available to the City the same number of Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators on a daily basis for the same number of work hours as they would normally operate. These vehicles and operators shall collect disaster debris at the City's direction and shall be monitored by the City's disaster debris monitor. Disaster debris will be delivered to designated disaster debris sites.
- 3.18.3. Contractor must comply with 2 CFR Section 200.

3.19. RECORDKEEPING

- 3.19.1. General Recordkeeping Requirements. Contractor shall create, maintain, and make available records as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to the Contract.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 3.19.2. **Reporting.** Contractor shall provide the following information to the City as listed below and as otherwise specified in the Contract.

Frequency	Reporting
Daily reporting	<ul style="list-style-type: none"> • Proof of pickup of waste in violation of set-out requirements for which special collection service was not requested by the customer (Section 3.1.4.2) • Non-collection events and associated digital photographs (Section 3.9.5)
Weekly reporting	Weight tickets for materials delivered to each designated facility (Section 3.17.3)
Monthly reporting	<ul style="list-style-type: none"> • Updated and current copy of cart asset management database (Section 3.13.9) • Recycling Incentive Program log (Section 3.15.3)
Annual reporting	Tare Weight Report (Section 3.17.4)

3.20. SERVICE RATES, BILLING, INVOICING AND OTHER PAYMENTS

- 3.20.1. **Service Fees.** The City shall pay Contractor for Residential Collection Service in accordance with fee bid by the Contractor for the Residential Collection Service options selected by the City. Such fee shall not be adjusted through September 30, 2020. The fee for Residential Collection Service shall be adjusted October 1, 2020, and annually thereafter throughout the term of the Contract as described herein. All fee adjustments are subject to approval by the City Commission.

- 3.20.2. **Annual Service Fee Adjustment.** The service fee shall be adjusted on October 1, 2020 and October 1 of each subsequent year of the term of the Contract (including any renewal of the Contract). The service fee shall be adjusted based on a combined index consisting of 90 percent of the percentage change in the previous year's Consumer Price Index (CPI) and 10 percent of the percentage change in the previous year's Fuel Index, rounded to the nearest 100th of a percent, as described below. The total fee increase in any given year shall be capped at 6 percent.

Change in subsequent years' Service Fee = Current Service Fee x ((90% X CPI change) + (10% x Fuel Index change))

The CPI change shall be the percentage change in the average CPI for All Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the

City of Hollywood, Florida

Bid# F-4609-19-PB

South Region (Series ID #CUUR0300SA0) published by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average monthly fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic (PADD 1C) for Ultra-Low Sulfur (15 ppm and under) Diesel, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

Example:

If,

Current Service Fee is \$10.00/month

Average CPI for July 2018-June 2019 is 234.878

Average CPI for July 2019-June 2020 is 239.712

Average monthly Fuel Index for July 2018-June 2019 is 2.419667

Average monthly Fuel Index for July 2019-June 2020 is 2.774833

Then,

Change in subsequent years' Service Fee =

$$\$10.00 \times ((90\% \times ((239.712 - 234.878) / 234.878)) + (10\% \times ((2.774833 - 2.419667) / 2.419667))) =$$

$$\$10.00 \times (1.85\% + 1.47\%) = \$10.00 \times 3.32\% = \$0.33/\text{month}$$

- 3.20.3. Billing: The City will bill customers for Residential Collection Service and shall pay Contractor on a monthly purchase order (PO) upon receipt of invoice. Contractor shall bill customers and collect payment for special collection services and for providing second Waste Carts.
- 3.20.4. Invoices. Contractor shall invoice the City within 30 days after the completion of monthly service.
- 3.20.5. Other Payments. To assist the City with ensuring proper set-out of materials, maintaining alleyways and roads, and educating residents, Contractor shall remit \$260,000 annually to the City by October 1 of each year during the term of the Contract.

3.21. CHANGE IN LAW

Should a change in law arise that necessitates any additions or deletions to the work described herein, Contractor may petition the City for a rate adjustment resulting from such change in law. Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from Contractor such further information as may be reasonably necessary in making its determination. Within 60 calendar days of receipt of the request and

City of Hollywood, Florida

Bid# F-4609-19-PB

all other additional information required by the City, the City Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the City Commission at a regular meeting. Adjusted rates shall become effective upon approval by the City Commission.

3.22. LIQUIDATED DAMAGES

- 3.22.1. It is the intent of the City to ensure that Contractor provides a high-quality level of collection services as well as the prompt and convenient performance of the services described in the Contract. Contractor shall provide the services as required herein and resolve all service-related complaints promptly.
- 3.22.2. Failure to provide the services required by the Contract will cause serious and substantial damage to the City and its residents, and the nature of the Contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Contractor agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Contractor in the amounts set forth in the schedule below agreed as the amount which the City will be damaged by the breach of such service. Liquidated damages imposed by the City will be deducted from payments due to the Contractor. 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 the Contract. Moreover, 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.

	Performance Standard Violation	Liquidated Damages
A)	<p>Missed pickups and other legitimate service complaints from residential customers:</p> <ul style="list-style-type: none"> • 750-1,000 per month • 1,001-1,500 per month • 1,501-2,000 per month • More than 1,250 per month 	<p>\$5,000 per month \$10,000 per month \$15,000 per month \$20,000 per month</p>
B)	Failure to respond to missed pickup in the timeframe required (Section 3.8.3).	\$100 per customer per occurrence for 1 st notification

City of Hollywood, Florida

Bid# F-4609-19-PB

		<p>\$250 per customer per occurrence for each additional notification</p> <p>Plus cost to City if City or another contractor provides such service</p>
C)	Failure to correct chronic problems (chronic shall mean three or more similar legitimate complaints by the same customer within a 90-day period) in any category of service.	<p>\$250 per occurrence for the 3rd occurrence</p> <p>\$500 per occurrence thereafter</p>
D)	Reporting unresolved missed pickup or other service complaint as resolved.	\$500 per occurrence
E)	Providing Residential Collection Service outside of the days and hours specified in the Contract unless otherwise approved by the Contract Administrator (Section 3.2).	<p>\$100 for 1st occurrence in a month</p> <p>\$200 for 2nd occurrence in a month</p> <p>\$500 for 3rd and each additional occurrence in a month</p>
F)	Failure to properly notify all customers of changes in collection day within the timeframe specified (Section 3.4.3).	\$3,000 per occurrence
G)	Failure to properly notify the Contract Administrator of changes in Residential Collection Service routes or schedules (Section 3.4.2).	\$1,000 per occurrence
H)	Failure to complete a route (if more than 5% of units on the route are not serviced) (Section 3.7.2).	<p>\$1,000 per occurrence</p> <p>Plus cost to City if City or another contractor provides such service</p>
I)	Mixing of loads of materials as prohibited by the Contract without prior written approval from the Contract Administrator (Section 3.7.3).	\$5,000 per occurrence

City of Hollywood, Florida

Bid# F-4609-19-PB

J)	Failure to take prompt and effective remedial action to clean up litter, spills, or make repairs (Sections 3.7.7 through 3.7.10).	<p>\$250 per day per occurrence</p> <p>If not remedied in three days, \$500 per day until remedied</p> <p>Plus cost to City if City or another contractor provides such service</p>
K)	Failure to leave a Non-Collection Notice for customer explaining why material was not collected and/or to provide the City with notification and documentation, including digital photographs, of all non-collection events by the end of each work day (Section 3.9).	<p>\$100 for 1st occurrence in a month</p> <p>\$200 for 2nd occurrence in a month</p> <p>\$500 for 3rd and each additional occurrence in a month</p>
L)	Failure to maintain a customer service office meeting the requirements of the Contract (Section 3.10.2).	\$100 per occurrence per day
M)	Failure to provide and maintain a transparent web-based platform for tracking and reporting service inquiries, requests, and complaints (Section 3.10.5).	\$500 per day for each day not in compliance
N)	Failure to provide, upon request, GPS-trackable reports or DriveCam video (Section 3.10.5).	\$1,000 per occurrence
O)	Failure to provide at least two permanent full-time Route Supervisors dedicated exclusively to the City (Section 3.11.2).	\$250 per day
P)	Failure to repair, replace, exchange, or provide Waste and Recycling Carts within the time specified, including prior to commencement date of service (Section 3.13).	\$100 per occurrence per cart per day

City of Hollywood, Florida

Bid# F-4609-19-PB

Q)	Failure to provide Waste Cart and Recycling Cart to new customer within four work days of receiving notification (Section 3.13.5).	\$100 per occurrence per day late
R)	Failure to provide and maintain an accurate asset management database for carts (Section 3.13.9).	\$500 per day for each day not in compliance
S)	Failure to pick up illegal dump within time period specified (Section 3.14.5).	\$250 per day until picked up Plus cost to City if City or another contractor provides such service
T)	Failure to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem with the same vehicle within a 12-month period).	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
U)	Failure to correct personnel problems (chronic shall mean three instances of the same or similar problem with the same individual within a 12-month period).	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
V)	Failure to deliver Solid Waste, Recyclables, Yard Waste, Bulk Waste, and Commingled Waste to City-designated facilities (Section 3.17.1).	\$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered elsewhere
W)	Failure to provide the Contract Administrator with a copy of the weekly weight tickets (Section 3.17.3).	\$100 for 1st occurrence in a month \$200 for 2 nd occurrence in a month \$500 for 3 rd and each additional occurrence in a month

City of Hollywood, Florida

Bid# F-4609-19-PB

X)	Failure to make Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris (Section 3.18.2)	\$5,000 per occurrence per day Plus cost to City if City or another contractor provides service
Y)	Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required (Section 3.19).	\$100 per day that each report, log, or documentation is late
Z)	Failure to comply with any provision of the Contract for which a penalty has not been specified.	\$100 per occurrence per day

EXHIBIT A – AREA IN WHICH FRIDAY COLLECTION IS NOT TO BE PROVIDED

City of Hollywood, Florida

Bid# F-4609-19-PB

EXHIBIT B – COLLECTION SERVICES AT CITY-OWNED LOCATIONS, JAN 2019

Site Name	Site Address	Svc Code	Qty	Svc Frequency
Public Works / Sanitation	1600 S Park Rd	FL04SW	1	2 times per week
Public Works / Sanitation	1600 S Park Rd	FL06SW	1	2 times per week
Fire Station #31	3401 Hollywood Blvd	FL04SW	1	Weekly
Water Treatment Plant	3441 Hollywood Blvd	FL04SW	1	Weekly
David Park Tennis Center	510 N 33rd Ct	FL04SW	1	Weekly
David Park Rec. Cent.	108 N 33rd Ct	FL04SW	1	2 times per week
Hollywood Police Dept.	3250 Hollywood Blvd	FL08SW	1	4 times per week
City Hall	2600 Hollywood Blvd	FL04SW	2	2 times per week
City Parking Garage	251 S 20th Ave	FL02SW	1	2 times per week
Fire Station #105	1511 S Federal Hwy	FL04SW	1	Weekly
Jefferson Park	15th Ave & Jefferson St.	FL04SW	1	Weekly
Art & Culture Center	1626 Harrison St	FL08SW	1	Weekly
Arts Park	Young Circle	COM96SW	3	2 times per week
Hollywood Marina	700 Polk St	COM90SW	1	2 times per week
Hollywood Marina	700 Polk St	FL02SW	4	2 times per week
Hollywood Shuffleboard	309 N 21st Ave	FL04SW	1	Weekly
City Parking Garage	219 N 19th Ave	COM96SW	2	2 times per week
Multi Purpose Center	2030 Polk St	FL04SW	1	Weekly
Rotary Park	3150 Taft St	FL04SW	2	2 times per week
Stan Goldman Park	Johnson St. & 30th Rd	FL04SW	1	Weekly
Beverly Park	6291 Funston St	FL02SW	1	3 times per week
Washington Park	5199 Pembroke Rd	COM90SW	10	2 times per week
Washington Park	5199 Pembroke Rd	FL08SW	1	3 times per week
Wastewater Plant	1621 N 14th Ave	FL04SW	1	2 times per week
Underground Utilities	1801 N 21st Ave	FL04SW	1	Weekly
Water Distribution	1715 N 21st Ave	FL04SW	1	Weekly
Police Sub Station	2207 Raleigh St	FL04SW	1	Weekly
MLK Center	2400 Charleston St	FL08SW	1	2 times per week
Boggs Field	2311 N 23rd Ave	FL06SW	1	2 times per week
Dowdy Field	2161 Jackson St	FL04SW	1	2 times per week
Fire Station #74	2741 Stirling Rd	FL04SW	1	Weekly
Fire Station #45	1810 Nw 64th Ave	FL04SW	1	2 times per week
Hollywood West	6770 Garfield St	FL04SW	1	Weekly
Montella Park	1231 NW 69th Way	COM96SW	3	2 times per week
Montella Park	1231 NW 69th Way	FL04SW	1	Weekly
Driftwood Community Center	3000 NW 69th Ave	COM90SW	2	2 times per week
Driftwood Community Center	3000 NW 69th Ave	FL04SW	1	Weekly
Driftwood Park	3000 NW 69th Ave	FL04SW	1	Weekly
Fire Station # 5	1819 N 21st Ave	FL04SW	1	Weekly
Orangebrook Golf Course	Hollywood and S 30TH Ave	FL06SW	1	2 times per week
Parks and Recreation Annex Bld	6197 Taft St	COM90SW	4	2 times per week
Oak Lake Park	3190 n 56th ave	COM90SW	3	2 times per week
Fire Training Facility	3400 N 56th Ave	FL04SW	2	Weekly
West Network Center	1109 Nw 69th Way	FL04SW	1	Weekly
Holland Park	801 Johnson St	FL04SW	1	2 times per week
City of Hollywood/Underground Utilities	1600 S Park Rd	RO20CD	1	On-Call
Civil Center	1301 S Ocean Dr	FL04SW	1	Weekly
Apartments	2305 N Ocean Dr	FL02SW	1	2 times per week
City Parking Garage	251 S 20th Ave	FL03SW	1	2 times per week
John Williams Park	6101 Sheridan St	FL04SW	1	Weekly
Water Treatment Plant	3441 Hollywood Blvd	RO20SW	1	On-Call
Oak Lake Community Center	3190 N 56th Ave	FL04SW	1	2 times per week

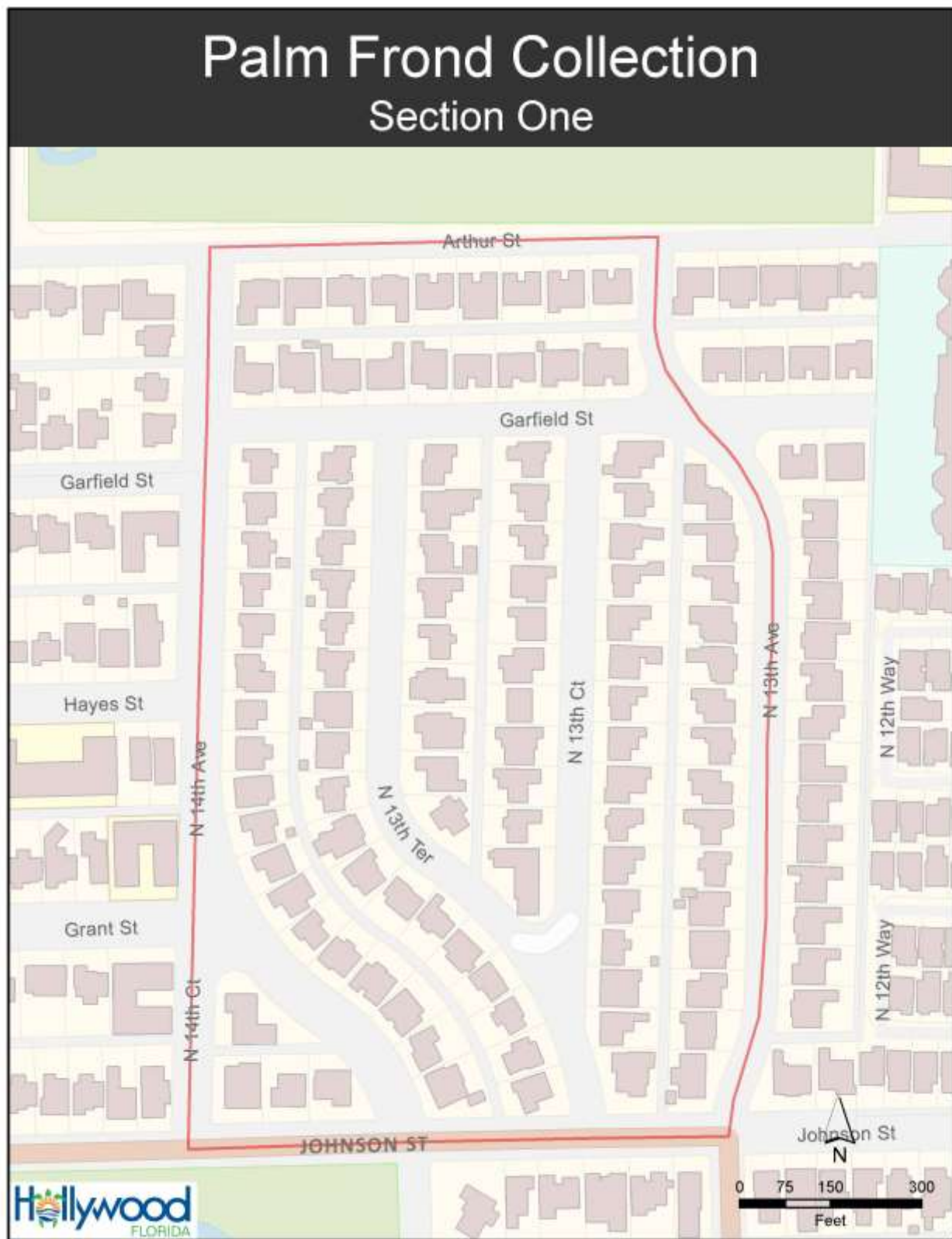
City of Hollywood, Florida

Bid# F-4609-19-PB

Site Name	Site Address	Svc Code	Qty	Svc Frequency
Maurice J Connell Park'g Facil	350 Johnson St	FL04SW	1	Weekly
Fire Station #40 (New)	707 S Ocean Dr	FL04SW	1	Weekly
Public Works / Tires	1600 S Park Rd	RO40TR	1	On-Call
City Of Hollywood/ Public Work	1600 S Park Rd	RO20SW	1	On-Call
City Of Hollywood/ Public Work	1600 S Park Rd	RO20SW	1	On-Call
Walker, Hilton & Manning	2210 Pierce St	RO10CD	1	On-Call
City Hollywood Roll Off	1600 S Park Rd	RO30WD	1	2 times per week
Keating Park	2500 S Ocean Dr-Magnolia St	RO20SW	1	On-Call
Orange Brook Golf and County C	400 Entrada Dr	RO20SW	1	On-Call
Hollywood Beachouse Inn	324 Roosevelt St	COM96SW	1	Weekly
Anniversary Park	1945 Hollywood Blvd	COM96RC	1	Weekly
Charnow Park	300 Connecticut St	COM96RC	1	Weekly
Eppelman Park	701 Tyler St	COM96RC	1	Weekly
Jefferson Park	1501 Jefferson St	COM96RC	1	Weekly
Joe DiMaggio Park	1001 Three Island Blvd	COM96RC	1	Weekly
Poinciana Park	1301 S 21st Ave	COM96RC	1	Weekly
Fred Lippman Center	2030 Polk St	COM96RC	1	Weekly
Kooser Park	1401 Polk St	COM96RC	1	Weekly
Sailor's Point	921 N Northlake Dr	COM96RC	1	Weekly
Fire Station #105	1511 S Federal Hwy	COM96RC	1	Weekly
Henry L Graham Park	2350 Simms St	COM96RC	1	Weekly
Holland Park	801 Johnson St	COM96RC	1	Weekly
Oakwood Hills Park	2701 N 26th Ave	COM96RC	1	Weekly
Lincoln Park	2340 Lincoln St	COM96RC	1	Weekly
Boggs Field	2310 N 23rd Ave	COM96RC	1	Weekly
Dowdy Field	2161 Jackson St	COM96RC	1	Weekly
Waterview Park	2660 Coolidge St	COM96RC	1	Weekly
Parks/Recreation	1715 N 21st Ave	COM96RC	1	Weekly
Fire Station #5	1819 N 21st Ave	COM96RC	1	Weekly
Wastewater Treatment Plant	1621 N 14th Ave	COM96RC	1	Weekly
Carlton Montayne Park	6200 Arthur St	COM96RC	1	Weekly
Montella Park	1231 NW 69th Way	COM96RC	1	Weekly
Bld Heights Comm Cnt	6770 Garfield St	COM96RC	1	Weekly
Kay Gaither Comm Cnt	6291 Funston St	COM96RC	1	Weekly
Washington Park Comm Cnt	5199 Pembroke Rd	COM96RC	1	Weekly
Fletcher Street Tot Lot	5749 Fletcher St	COM96RC	1	Weekly
Earl Crawford Park	900 S Park Rd	COM96RC	1	Weekly
Sal Oliveri Veterans Park	4701 Tyler St	COM96RC	1	Weekly
Zinkil Park	5451 Washington St	COM96RC	1	Weekly
David Park Comm Cnt	108 N 33rd Ct	COM96RC	1	Weekly
Stan Goldman Park	800 Knights Rd	COM96RC	1	Weekly
Rose's Garden	510 S 24th Ave	COM96RC	1	Weekly
Public Works/Underground FL	1600 S Park Rd	COM96RC	1	Weekly
Hollywood Police Dept	3250 Hollywood Blvd	COM96RC	1	Weekly
Parks & Recreation Admin	1405 S 28th Ave	COM96RC	1	Weekly
Emerald Hills Lakes Park	3901 N 30th Ter	COM96RC	1	Weekly
Mara Giuliani Park	4151 N Hills Dr	COM96RC	1	Weekly
Oakridge Park	5200 SW 35th Ave	COM96RC	1	Weekly
Rotary Park	3150 Taft St	COM96RC	1	Weekly
Rainbow Tot Lot	4001 N Hills Dr	COM96RC	1	Weekly
Fire Station #74	2741 Stirling Rd	COM96RC	1	Weekly
City of Hollywood /Fire Stati	3190 N 56 ave	RO20SW	1	On-Call

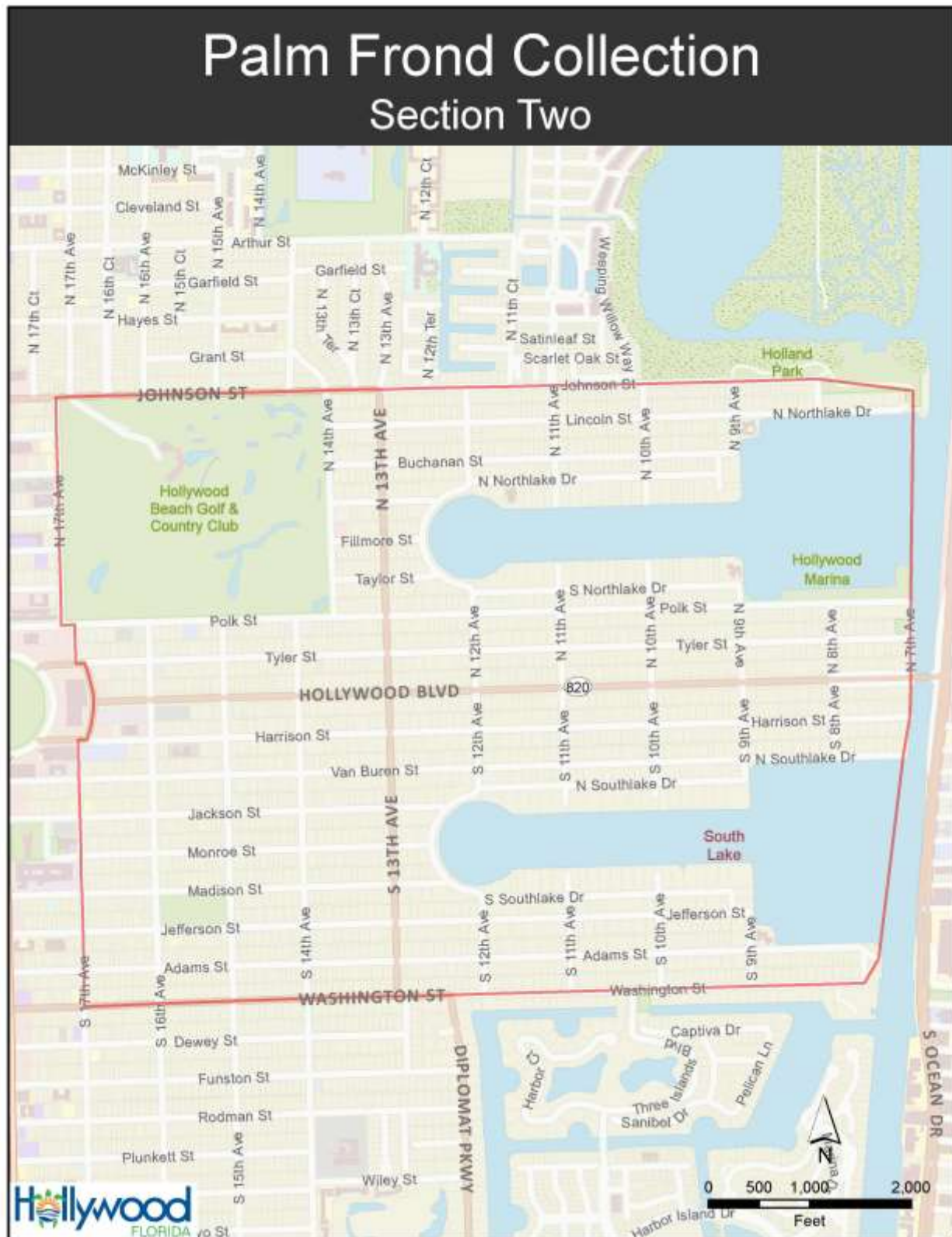
City of Hollywood, Florida

Bid# F-4609-19-PB

EXHIBIT C – PALM FROND COLLECTION LOCATIONS, JAN 2019

City of Hollywood, Florida

Bid# F-4609-19-PB



City of Hollywood, Florida

Bid# F-4609-19-PB

PART 4 - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR YARD WASTE RECYCLING

4.1. YARD WASTE RECYCLING SERVICE

Contractor shall properly manage, transfer, process and recycle residential Yard Waste delivered to Contractor's Designated Yard Waste Receiving Facility on behalf of the City in accordance with the specifications and requirements herein (referred to collectively as Yard Waste Recycling Service). The Designated Yard Waste Receiving Facility must be located in Broward County.

4.2. DESIGNATED FACILITIES

- 4.2.1. Contractor shall utilize the Designated Yard Waste Receiving Facility and Designated Yard Waste Recycling Facility as specified in Contractor's bid for Yard Waste Recycling.
- 4.2.2. The Designated Yard Waste Receiving Facility and Designated Yard Waste Recycling Facility may be changed only with prior written approval by the Contract Administrator. Contractor shall not take the City's Yard Waste to any other facility than the Designated Yard Waste Recycling Facility unless prior written approval is given by the Contract Administrator.
- 4.2.3. Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Yard Waste Receiving Facility and Designated Yard Waste Recycling Facility.
- 4.2.4. Contractor shall ensure that the Designated Yard Waste Receiving Facility and Designated Yard Waste Recycling Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- 4.2.5. The City shall have the right, during Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Yard Waste Receiving Facility and Designated Yard Waste Recycling Facility. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, and disposal of Yard Waste. Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.
- 4.2.6. If the City's Contract Hauler damages the Designated Yard Waste Receiving Facility, the matter shall be resolved between Contractor and the City's Contract Hauler.

4.3. HOURS

Beginning on the Commencement Date, Contractor shall accept deliveries of Yard Waste at the Designated Yard Waste Receiving Facility between the hours

City of Hollywood, Florida

Bid# F-4609-19-PB

of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Yard Waste Receiving Facility may be closed on holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

4.4. HOLIDAYS

Deliveries will take place on all holidays except Christmas Day. If Christmas Day falls on a regularly scheduled working day, then Contractor will ensure that the Designated Yard Waste Receiving Facility remains open an appropriate number of hours during that same work week to handle all loads of the City's Yard Waste.

4.5. ACCEPTANCE, PROCESSING, & DISPOSAL

- 4.5.1. Beginning on the Commencement Date, the City shall direct the City's Contract Hauler to deliver all residential Yard Waste to the Designated Yard Waste Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Yard Waste that will be delivered to the Designated Yard Waste Receiving Facility.
- 4.5.2. The Designated Yard Waste Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Yard Waste Receiving Facility site to exit from the facility site shall not exceed 20 minutes. Delays caused by equipment failure or safety issues not due to negligence of Contractor shall not be included in the turn-around time computation. Contractor will provide the City with access to its records to verify vehicle turnaround time within 24 hours' notice.
- 4.5.3. The Designated Yard Waste Receiving Facility shall be equipped with adequately sized, legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Yard Waste delivery vehicles. Such scales shall be permitted and in compliance with applicable Florida laws. Contractor shall calibrate and certify scales no less frequently than annually.
- 4.5.4. Contractor shall weigh all trucks transporting Yard Waste that enter the Designated Yard Waste Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Yard Waste as required herein or requested by the City. Contractor may use tare weights. If Contractor chooses to do so, all tare weights must be recalibrated at least annually.
- 4.5.5. Upon acceptance of Yard Waste at the Designated Yard Waste Receiving Facility, Contractor shall assume ownership of such Yard Waste. Contractor shall bear all costs associated with managing, transferring, processing, recycling, and disposing of the City's Yard

City of Hollywood, Florida

Bid# F-4609-19-PB

Waste, including transport to the Designated Yard Waste Recycling Facility, if applicable.

- 4.5.6. To the extent practical, Contractor shall mulch, compost, or otherwise recycle Yard Waste and maintain appropriate records of disposition.
- 4.5.7. If Unacceptable Waste is found within a load of Yard Waste delivered by the City's Contract Hauler to the Designated Yard Waste Receiving Facility, Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, that delivered the Unacceptable Waste. Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws.

4.6. RECORD KEEPING

- 4.6.1. Contractor shall create, maintain, and make available records as defined in the Contract; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to the Contract.
- 4.6.2. Contractor shall maintain records of the amounts of the City's Yard Waste received at the Designated Yard Waste Receiving Facility. Such records shall be kept separate and apart from all other records maintained by Contractor. Records shall provide delivery date and time, vehicle number, gross weight, and net weight.
- 4.6.3. Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, as amended, may have application to records or documents pertaining to the Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. Section 119.0701, Florida Statutes as amended, shall apply.
- 4.6.4. Contractor will maintain and allow access to books, records, data, documents, and reports relating to the Contract for five years following the conclusion or termination of the Contract.

4.7. REPORTING

- 4.7.1. Prior to the 15th calendar day of each month during the term of the Contract, Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Yard Waste received at the

City of Hollywood, Florida

Bid# F-4609-19-PB

Designated Yard Waste Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity. The report should include total tonnage diverted (by material type) from disposal, tonnage disposed, and disposal location.

- 4.7.2. Within 30 days after the end of each Contract Year, Contractor shall provide the Contract Administrator with a report summarizing the total Tons of Yard Waste delivered to the Designated Yard Waste Receiving Facility during the Contract Year and total tonnage diverted (by material type) from disposal, total tonnage disposed, and disposal location.
- 4.7.3. At least 30 days prior to the end of each Contract Year during the term of the Contract, Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

4.8. YARD WASTE PROCESSING FEE

- 4.8.1. The per-ton fee for receipt, management, recycling, and disposal of the City's residential Yard Waste, and providing all related services as specified herein, is as specified in Contractor's bid for Yard Waste processing. This fee is hereinafter referred to as the "Yard Waste Processing Fee."
- 4.8.2. The Yard Waste Processing Fee shall remain the same through September 30, 2020. As of October 1, 2020 and each subsequent October 1 during the term of the Contract, the Yard Waste Processing Fee shall be adjusted based on 80 percent of the annual percentage change in the Consumer Price Index for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (Series ID #CUUR0300SAO) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending on the last day of the month of June. In no event shall the annual Yard Waste Processing Fee adjustment exceed 3 percent of the Yard Waste Processing Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.
- 4.8.3. The City shall be responsible for payment of the Yard Waste Processing Fee for Yard Waste, as specified in Section 4.9. The City will not be responsible for payment of disposal of Yard Waste delivered by any hauler other than the City's Contract Hauler, regardless of whether such hauler identifies the Yard Waste as generated by City residents.

City of Hollywood, Florida

Bid# F-4609-19-PB

4.9. INVOICING & PAYMENT

4.9.1. Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to Contractor for disposal of Yard Waste during the previous month.

4.9.2. The City shall remit payment within 30 days of invoice receipt.

4.10. PERFORMANCE BOND

Prior to commencing services, 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 the Contract and all obligations arising hereunder in an amount equal to one year of Yard Waste Processing Fees as estimated in the Bidder's Response Form for Yard Waste Recycling.

4.11. LIQUIDATED DAMAGES

Failure to provide the services required by the Contract will cause serious and substantial damage to the City and its residents, and the nature of the contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Contractor agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Contractor in the amounts set forth in the schedule below 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 the contract. Moreover, 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.

	Performance Standard Violation	Liquidated Damages
A)	Failure to accept Yard Waste during scheduled receiving hours (Section 4.3)	\$500 per unaccepted load, plus any tip fees paid by the City to dispose of Commingled Waste at an alternate facility
B)	Failure to provide a daily average delivery vehicle turnaround that does not exceed 20 minutes (Section 4.5.2)	\$300 per day

City of Hollywood, Florida

Bid# F-4609-19-PB

C)	Failure to submit timely records and reports (Section 4.6)	\$300 per calendar day late
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City of Hollywood, Florida

Bid# F-4609-19-PB

**PART 5 - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR
BULK WASTE DISPOSAL**

5.1. BULK WASTE DISPOSAL SERVICE

Contractor shall properly manager, transfer, process, and recycle or dispose of residential Bulk Waste delivered to Contractor's Designated Bulk Waste Receiving Facility on behalf of the City in accordance with the specifications and requirements herein (referred to collectively as Bulk Waste Disposal Service). The Designated Bulk Waste Receiving Facility must be located in Broward County.

5.2. DESIGNATED FACILITIES

- 5.2.1. Contractor shall utilize the Designated Bulk Waste Receiving Facility and Designated Bulk Waste Disposal Facility as specified in Contractor's bid for Bulk Waste Disposal.
- 5.2.2. The Designated Bulk Waste Receiving Facility and Designated Bulk Waste Disposal Facility may be changed only with prior written approval by the Contract Administrator. Contractor shall not take the City's Bulk Waste to any other disposal facility than the Designated Bulk Waste Disposal Facility unless prior written approval is given by the Contract Administrator.
- 5.2.3. Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Bulk Waste Receiving Facility and Designated Bulk Waste Disposal Facility.
- 5.2.4. Contractor shall ensure that the Designated Bulk Waste Receiving Facility and Designated Bulk Waste Disposal Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- 5.2.5. The City shall have the right, during Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Bulk Waste Receiving Facility and Designated Bulk Waste Disposal Facility. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, recycling, and disposal of Bulk Waste. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.
- 5.2.6. If the City's Contract Hauler damages the Designated Bulk Waste Receiving Facility, the matter shall be resolved between Contractor and the City's Contract Hauler.

City of Hollywood, Florida

Bid# F-4609-19-PB

5.3. HOURS

Beginning on the Commencement Date, Contractor shall accept deliveries of Bulk Waste at the Designated Bulk Waste Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Bulk Waste Receiving Facility may be closed on holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

5.4. HOLIDAYS

Deliveries will take place on all holidays except Christmas Day. If Christmas Day falls on a regularly scheduled working day, then Contractor will ensure that the Designated Bulk Waste Receiving Facility remains open an appropriate number of hours during that same work week to handle all loads of the City's Bulk Waste.

5.5. ACCEPTANCE, PROCESSING, & DISPOSAL

- 5.5.1. Beginning on the Commencement Date, the City shall direct the City's Contract Hauler to deliver all residential Bulk Waste to the Designated Bulk Waste Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Bulk Waste that will be delivered to the Designated Bulk Waste Receiving Facility.
- 5.5.2. The Designated Bulk Waste Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Bulk Waste Receiving Facility site to exit from the facility site shall not exceed 20 minutes. Delays caused by equipment failure or safety issues not due to negligence of Contractor shall not be included in the turn-around time computation. Contractor will provide the City with access to its records to verify vehicle turnaround time within 24 hours' notice.
- 5.5.3. The Designated Bulk Waste Receiving Facility shall be equipped with adequately sized, legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Bulk Waste delivery vehicles. Such scales shall be permitted and in compliance with applicable Florida laws. Contractor shall calibrate and certify scales no less frequently than annually.
- 5.5.4. Contractor shall weigh all trucks transporting Bulk Waste that enter the Designated Bulk Waste Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Bulk Waste as required herein or requested by the City. Contractor may use tare weights. If Contractor chooses to do so, all tare weights must be recalibrated at least annually.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 5.5.5. Upon acceptance of Bulk Waste at the Designated Bulk Waste Receiving Facility, Contractor shall assume ownership of such Bulk Waste. The Contractor shall bear all costs associated with managing, transferring, processing, and recycling or disposing of the City's Bulk Waste, including transport to the Designated Bulk Waste Disposal Facility, if applicable.
- 5.5.6. To the extent practical, Contractor shall recycle any recyclable items collected in the Bulk Waste, including White Goods and other recyclable materials.
- 5.5.7. If Unacceptable Waste is found within a load of Bulk Waste delivered by the City's Contract Hauler to the Designated Bulk Waste Receiving Facility, Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, that delivered the Unacceptable Waste. Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws.

5.6. RECORD KEEPING

- 5.6.1. Contractor shall create, maintain, and make available records as defined in the Contract; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to the Contract.
- 5.6.2. Contractor shall maintain records of the amounts of the City's Bulk Waste received at the Designated Bulk Waste Receiving Facility. Such records shall be kept separate and apart from all other records maintained by Contractor. Records shall provide delivery date and time, vehicle number, gross weight, and net weight.
- 5.6.3. Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, as amended, may have application to records or documents pertaining to the Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. Section 119.0701, Florida Statutes as amended, shall apply.
- 5.6.4. Contractor will maintain and allow access to books, records, data, documents, and reports relating to the Contract for five years following the conclusion or termination of the Contract.

City of Hollywood, Florida

Bid# F-4609-19-PB

5.7. REPORTING

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

5.8. BULK WASTE DISPOSAL FEE

- 5.8.1. The per-ton fee for receipt, management, and disposal of the City's residential Bulk Waste, and providing all related services as specified herein, is as specified in Contractor's bid for Bulk Waste Disposal. This fee is hereinafter referred to as the "Bulk Waste Disposal Fee."
- 5.8.2. The Bulk Waste Disposal Fee shall remain the same through September 30, 2020. On October 1, 2020 and each subsequent October 1 during the term of the Contract, the Bulk Waste Disposal Fee shall be adjusted based on 80 percent of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SAO) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending on the last day of the month of June. In no event shall the annual Bulk Waste Disposal Fee adjustment exceed 3 percent of the Bulk Waste Disposal Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.
- 5.8.3. The City shall be responsible for payment of the Bulk Waste Disposal Fee for Bulk Waste, as specified in Section 5.9. The City will not be responsible for payment of disposal of Bulk Waste delivered by any

City of Hollywood, Florida

Bid# F-4609-19-PB

hauler other than the City's Contract Hauler, regardless of whether such hauler identifies the Bulk Waste as generated by City residents.

5.9. INVOICING & PAYMENT

5.9.1. Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to Contractor for disposal of Bulk Waste during the previous month.

5.9.2. The City shall remit payment within 30 days of invoice receipt.

5.10. PERFORMANCE BOND

Prior to commencing services, 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 the Contract and all obligations arising hereunder in an amount equal to one year of Bulk Waste Disposal Fees based on Contractor's bid for Bulk Waste Disposal (for initial Contract Year) or the previous year's payment to Contractor for Bulk Waste Disposal Services (for all other Contract Years).

5.11. LIQUIDATED DAMAGES

Failure to provide the services required by the Contract will cause serious and substantial damage to the City and its residents, and the nature of the contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Contractor agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Contractor in the amounts set forth in the schedule below 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 the contract. Moreover, 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.

	Performance Standard Violation	Liquidated Damages
A)	Failure to accept Bulk Waste during scheduled receiving hours (Section 5.3)	\$500 per unaccepted load, plus any tip fees paid by the City to dispose of Commingled Waste at an alternate facility

City of Hollywood, Florida

Bid# F-4609-19-PB

B)	Failure to provide a daily average delivery vehicle turnaround that does not exceed 20 minutes (Section 5.5.2)	\$300 per day
C)	Failure to submit timely records and reports (Section 5.7)	\$300 per calendar day late

City of Hollywood, Florida

Bid# F-4609-19-PB

**PART 6 - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR
COMMINGLED WASTE DISPOSAL**

6.1. COMMINGLED WASTE DISPOSAL SERVICE

Contractor shall properly manage, transfer, process, and recycle or dispose of residential Commingled Waste delivered to Contractor's Designated Commingled Waste Receiving Facility on behalf of the City in accordance with the specifications and requirements herein (referred to collectively as Commingled Waste Disposal Service). Commingled waste consists of commingled yard waste and bulk waste. The Designated Commingled Waste Receiving Facility must be located in Broward County.

6.2. DESIGNATED FACILITIES

- 6.2.1. Contractor shall utilize the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility as specified in Contractor's bid for Commingled Waste Disposal.
- 6.2.2. The Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility may be changed only with prior written approval by the Contract Administrator. Contractor shall not take the City's Commingled Waste to any other disposal facility than the Designated Commingled Waste Disposal Facility unless prior written approval is given by the Contract Administrator.
- 6.2.3. Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility.
- 6.2.4. Contractor shall ensure that the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- 6.2.5. The City shall have the right, during Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Commingled Waste Receiving Facility and Designated Commingled Waste Disposal Facility. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, recycling, and disposal of Commingled Waste. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.
- 6.2.6. If the City's Contract Hauler damages the Designated Commingled Waste Receiving Facility, the matter shall be resolved between Contractor and the City's Contract Hauler.

City of Hollywood, Florida

Bid# F-4609-19-PB

6.3. HOURS

Beginning on the Commencement Date, Contractor shall accept deliveries of Commingled Waste at the Designated Commingled Waste Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Commingled Waste Receiving Facility may be closed on holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

6.4. HOLIDAYS

Deliveries will take place on all holidays except Christmas Day. If Christmas Day falls on a regularly scheduled working day, then Contractor will ensure that the Designated Commingled Waste Receiving Facility remains open an appropriate number of hours during that same work week to handle all loads of the City's Commingled Waste.

6.5. ACCEPTANCE, PROCESSING, & DISPOSAL

- 6.5.1. Beginning on the Commencement Date, the City shall direct the City's Contract Hauler to deliver all residential Commingled Waste to the Designated Commingled Waste Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Commingled Waste that will be delivered to the Designated Commingled Waste Receiving Facility.
- 6.5.2. The Designated Commingled Waste Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Commingled Waste Receiving Facility site to exit from the facility site shall not exceed 20 minutes. Delays caused by equipment failure or safety issues not due to negligence of Contractor shall not be included in the turn-around time computation. Contractor will provide the City with access to its records to verify vehicle turnaround time within 24 hours' notice.
- 6.5.3. The Designated Commingled Waste Receiving Facility shall be equipped with adequately sized, legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Commingled Waste delivery vehicles. Such scales shall be permitted and in compliance with applicable Florida laws. Contractor shall calibrate and certify scales no less frequently than annually.
- 6.5.4. Contractor shall weigh all trucks transporting Commingled Waste that enter the Designated Commingled Waste Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Commingled Waste as required herein or requested by the City.

City of Hollywood, Florida

Bid# F-4609-19-PB

Contractor may use tare weights. If Contractor chooses to do so, all tare weights must be recalibrated at least annually.

- 6.5.5. Upon acceptance of Commingled Waste at the Designated Commingled Waste Receiving Facility, Contractor shall assume ownership of such Commingled Waste. Contractor shall bear all costs associated with managing, transferring, processing, and recycling or disposing of the City's Commingled Waste, including transport to the Designated Commingled Waste Disposal Facility, if applicable.
- 6.5.6. To the extent practical, Contractor shall recycle any recyclable items collected in the Commingled Waste, including White Goods, and shall mulch, compost, or otherwise recycle Yard Waste.
- 6.5.7. If Unacceptable Waste is found within a load of Commingled Waste delivered by the City's Contract Hauler to the Designated Commingled Waste Receiving Facility, Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, that delivered the Unacceptable Waste. Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws.

6.6. RECORD KEEPING

- 6.6.1. Contractor shall create, maintain, and make available records as defined in the Contract; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to the Contract.
- 6.6.2. Contractor shall maintain records of the amounts of the City's Commingled Waste received at the Designated Commingled Waste Receiving Facility. Such records shall be kept separate and apart from all other records maintained by Contractor. Records shall provide delivery date and time, vehicle number, gross weight, and net weight.
- 6.6.3. Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, as amended, may have application to records or documents pertaining to the Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. Section 119.0701, Florida Statutes as amended, shall apply.

City of Hollywood, Florida

Bid# F-4609-19-PB

- 6.6.4. Contractor will maintain and allow access to books, records, data, documents, and reports relating to the Contract for five years following the conclusion or termination of the Contract.

6.7. REPORTING

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

6.8. COMMINGLED WASTE DISPOSAL FEE

- 6.8.1. The per-ton fee for receipt, management, and disposal of the City's residential Commingled Waste, and providing all related services as specified herein, is as specified in Contractor's bid for Commingled Waste Disposal. This fee is hereinafter referred to as the "Commingled Waste Disposal Fee."
- 6.8.2. The Commingled Waste Disposal Fee shall remain the same through September 30, 2020. As of October 1, 2020 and each subsequent October 1 during the term of the Contract, the Commingled Waste Disposal Fee shall be adjusted based on 80 percent of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SAO) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending on the last day of the month of June. In no event shall the annual Commingled Waste Disposal Fee adjustment exceed 3 percent of the Commingled Waste Disposal Fee paid by the City during the previous Contract Year. The

City of Hollywood, Florida

Bid# F-4609-19-PB

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

- 6.8.3. The City shall be responsible for payment of the Commingled Waste Disposal Fee for Commingled Waste, as specified in Section 6.9. The City will not be responsible for payment of disposal of Commingled Waste delivered by any hauler other than the City's Contract Hauler, regardless of whether such hauler identifies the Commingled Waste as generated by City residents.

6.9. INVOICING & PAYMENT

- 6.9.1. Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to Contractor for disposal of Commingled Waste during the previous month.

- 6.9.2. The City shall remit payment within 30 days of invoice receipt.

6.10. PERFORMANCE BOND

Prior to commencing services, 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 the Contract and all obligations arising hereunder in an amount equal to one year of Commingled Waste Disposal Fees based on Contractor's bid for Commingled Waste Disposal (for initial Contract Year) or the previous year's payment to Contractor for Commingled Waste Disposal Services (for all other Contract Years).

6.11. LIQUIDATED DAMAGES

Failure to provide the services required by the Contract will cause serious and substantial damage to the City and its residents, and the nature of the contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Contractor agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Contractor in the amounts set forth in the schedule below 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 the contract. Moreover, 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.

City of Hollywood, Florida

Bid# F-4609-19-PB

	Performance Standard Violation	Liquidated Damages
A)	Failure to accept Commingled Waste during scheduled receiving hours (Section 6.3)	\$500 per unaccepted load, plus any tip fees paid by the City to dispose of Commingled Waste at an alternate facility
B)	Failure to provide a daily average delivery vehicle turnaround that does not exceed 20 minutes (Section 6.5.2)	\$300 per day
C)	Failure to submit timely records and reports (Section 6.7)	\$300 per calendar day late

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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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

Issue Date

City of Hollywood, Florida
Solicitation # F 4609 19 PB**SUBMISSION**

Proposal Due Date: Mar 25, 2019 3:00:00 PM EDT

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.



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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

Issue Date

City of Hollywood, Florida
IFB # F 4609 19 PB

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: Paul Bassar
City of Hollywood
Attention: Paul Bassar
Phone: 954-921-3628
Fax:
E-mail: pbassar@hollywoodfl.org

and,

To the Contract Compliance Officer:
Paul A. Bassar
Office of the City Manager
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954) 921-3628 Fax: (954) 921-3086
Email: pbassar@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, 954-921-3628.

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 pbassar@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, lists of pre-bid conference attendees 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.

**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.

Signature

Name of Company

Printed Name

Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing



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 an 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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing



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:

--

Applicant IRS/Vendor Number:

--

--

Signature

--

Printed Name

--

Name of Company

--

Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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



REFERENCES

F 4609 19 PB Solid Waste Collections and Bulk Yard Waste Processing

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:			

3		4
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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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

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.

Question and Answers for Bid #F 4609 19 PB - Solid Waste Collections and Bulk Yard Waste Processing

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Mar 14, 2019 6:00:00 PM EDT